

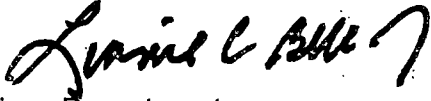


**Interoffice Memorandum**

March 9, 2022

**AGENDA ITEM**

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

THRU: Lonnie C. Bell, Jr., Director   
Community and Family Services Department

FROM: Sonya L. Hill, Manager  
Head Start Division  
Contact: Juan Anaya Rivera, (407) 836-8993  
Sonya Hill, (407) 836-7409

SUBJECT: **Consent Agenda Item – March 22, 2022**  
Facility and Land Use Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program

The Head Start Division requests Board approval of the Facility and Land Use Agreement between the School Board and Orange County. Head Start provides comprehensive early childhood development for preschool children and support to their families at the following schools: Aloma, Dillard, Dover Shores, Englewood, Hungerford, McCoy, Millennia, Three Points, Ventura, Washington Shores, Washington Shores Early Learning Center, and West Oaks.

The total compensation for the Facility and Land Use Agreement shall not exceed \$251,815.69 per year. The County Attorney's Office and Risk Management Division have reviewed this agreement in accordance with legal and County policy guidelines.

**ACTION REQUESTED:** Approval and execution of (1) Facility and Land Use Agreement Between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2021-2022 and (2) authorization to execute renewals of the agreement to the Director of the Community and Family Services Department, with consult of the County Attorney's Office, so long as; (a) there have been no substantial changes to the terms and conditions of the agreement; and (b) the funding considered to make payment pursuant to the agreement has already been approved by the Board in the Head Start Division's budget.

Attachment

SH/jar:jamh

**FACILITY AND LAND USE AGREEMENT**  
**Between**  
**The School Board of Orange County, Florida**  
**and**  
**Orange County, Florida**  
**regarding**  
**Head Start Program**  
**2021 - 2022**

**THIS FACILITY AND LAND USE AGREEMENT** (“Agreement”), is entered into by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public body corporate existing under the Constitution and laws of the State of Florida (hereinafter referred to as the “**SCHOOL BOARD**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (hereinafter referred to as the “**COUNTY**”).

**RECITALS**

**WHEREAS**, the **COUNTY** desires to use certain space located within certain Orange County public school sites for the purpose of operating the Head Start Program, in accordance with conditions prescribed in the funding grant of the United States Department of Health and Human Services, Administration for Children and Families Office of Head Start (hereinafter “**Program**”); and

**WHEREAS**, the **SCHOOL BOARD** desires to provide the necessary facilities and land on the grounds of designated elementary school sites (collectively referred to as “**Schools**”) to provide comprehensive early childhood development services for pre-kindergarten children residing in Orange County (collectively hereinafter referred to as “**Services**”); and

**WHEREAS**, the parties have determined the provision of those **Services** contemplated under this Agreement to be a valid public purpose.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

**1. PREMISES.**

- a. The **SCHOOL BOARD** does hereby grant unto the **COUNTY**, and the **COUNTY** does hereby receive from the **SCHOOL BOARD**, a lease to occupy and use, subject to the terms and conditions contained herein, permanent classroom spaces (“**Permanent Classrooms**”) and portable classroom space (“**Portable Classrooms**”) as outlined in Exhibit “A” (collectively the “**Premises**”). The **Premises** are for use as classrooms, offices, and space for storage. **COUNTY** shall also have access to all other areas of the campuses **COUNTY** is authorized to use pursuant to the Agreement.

- b. The location of the Portable and Permanent Classrooms, as well as the approximate square footage of each Portable and Permanent Classroom, shall be as further described in Exhibit "A" attached to and incorporated herein by this reference.
- c. SCHOOL BOARD and COUNTY shall endeavor to use the process outlined in the workflow chart attached as Exhibit "B" for any changes to the Premises in future school terms.
- d. Absent exigent circumstances, the Head Start Program shall be permitted to operate on SCHOOL BOARD property Monday through Friday between the hours of 7:30 A.M. and 5:30 P.M. on all days on which the school locations in question are opened for use by students or faculty. If 7:30 A.M. is prior to a particular school site's normal operating hours, then the Head Start Program's operations shall not begin until such school site's normal operating hours begin.
- e. The Head Start Program shall not – without specific permission otherwise granted – be permitted to operate on SCHOOL BOARD property on any such day that the agreed upon school locations have not been otherwise opened for use by students or faculty. The SCHOOL BOARD shall provide the COUNTY with a schedule of such prior to the beginning of each school year so that the Head Start Program can plan accordingly.
- f. The COUNTY shall be permitted to operate a Full Day/Full Year Summer Program at pre-determined School sites, if mutually agreed upon by the Parties prior to the end of the then current school year.
- g. The COUNTY, its employees, visitors, invitees, and agents (collectively the "County Staff") shall have the right to use, in common with others entitled thereto, parking areas, service roads, service areas, loading facilities, sidewalks, bathrooms, and public hallways and such other services as are designed for common use, subject to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the SCHOOL BOARD.
- h. The SCHOOL BOARD shall provide electric service, water, sewage and solid waste removal for each Portable and Permanent Classroom resulting from the use of utilities on the Premises by its employees, guests or agents (collectively the "Utilities"). The COUNTY shall reimburse the SCHOOL BOARD for the costs of providing the Utilities, as further described in paragraph 4 herein below.
- i. The SCHOOL BOARD shall provide telephone service, electronic intercom services and access for connection to the internet for each Portable and Permanent Classroom (collectively the "Communication Services"). The COUNTY shall reimburse the SCHOOL BOARD for the costs of providing the Communication Services, as further described in paragraph 4 herein below.

- j. The SCHOOL BOARD shall provide both security and fire alarm monitoring of the Premises.
- k. The SCHOOL BOARD shall provide both janitorial and maintenance services, which will include janitorial services (including cleaning paper supplies such as toilet paper, hand towels, hand soap and trash bags), playground maintenance, water, lawn care, pest control, and bathroom supplies (collectively hereinafter referred to as “Maintenance Services”). The COUNTY shall reimburse the SCHOOL BOARD for the costs of providing the Maintenance Services, as further described in paragraph 4 herein below.
- l. The SCHOOL BOARD shall provide administrative support, which shall include clerical support and principal oversight, where applicable.
- m. The COUNTY shall have access to the School’s facilities such as the library, lounge, media center, where applicable, office space for parent meetings and conferences, and cafeteria. The School cafeteria shall include tables and eating area designed for family-style service of lunch for children and Head Start staff.
- n. The COUNTY shall also have access to the playground areas, if any, on the Premises. Usage of such playground areas shall be coordinated with the principal of the respective School twice a year.
- o. The COUNTY’s Head Start employees shall notify the principal of the respective School, as soon as practicable, if such employee will be absent and if a substitute employee or agent will be in attendance at the School in place of the assigned employee.
- p. All parents, visitors, invitees, and guests of the COUNTY shall check in at the School’s front office and obtain a visitor’s pass prior to entering into the assigned Head Start classroom for that School. Admission of any parents, visitors, invitees, and guests shall be subject to the terms and conditions of this Agreement and to reasonable rules, regulations, and policies for the use thereof, as prescribed from time to time by the SCHOOL BOARD.
- q. The COUNTY, its employees, visitors, invitees, and agents shall be subject to the SCHOOL BOARD’s Policy of Civil Conduct, a copy of which is attached hereto and incorporated herein as Exhibit “C”. The COUNTY, its employees, visitors, invitees, and agents shall also comply with SCHOOL BOARD policies and procedures including, but not limited to, emergency procedures, playground rules, and lunchroom rules. In addition, Head Start staff and student participants shall be encouraged to attend school events and celebrations. Head Start staff shall be invited to participate in School based professional development opportunities.

- r. The COUNTY shall report any and all maintenance or repair issues needed on the Premises to the principal of the affected School within twenty-four (24) hours of discovery. The COUNTY may, at its sole cost and expense, perform additional maintenance and repair to the Premises including, but not limited to, existing playgrounds on the Premises; provided, however, prior written consent from the SCHOOL BOARD must be obtained. SCHOOL BOARD hereby designates authority to provide consent to any additional maintenance and repair to the Chief Facilities Officer. In the event the COUNTY elects to perform additional maintenance and repairs to the Premises, any and all vendors, employees, etc. performing such work shall complete all necessary background screenings, in accordance with Florida Statutes, and such work shall not interfere with the operations of the School.

**2. USE OF LEASED PREMISES.**

- a. COUNTY shall use the Premises to operate the Head Start Program in accordance with conditions prescribed in the funding grant of the United States Department of Health and Human Services, Administration for Children and Families (“Grant”).
- b. The COUNTY shall use the Premises only for lawful purpose.
- c. The COUNTY shall not use the Premises for any purpose other than those specifically set forth herein, without prior written consent of the SCHOOL BOARD.

**3. TERM.**

- a. The term of this Agreement shall be for one (1) year commencing on August 1, 2021 and terminating on July 31, 2022, unless otherwise terminated or renewed as provided herein.
- b. Upon mutual written consent by the legally authorized representatives, the Parties may extend this Agreement for up to four (4) additional one (1) year periods. The term of this Agreement shall not exceed five (5) consecutive years.
- c. The SCHOOL BOARD hereby confers upon the Superintendent, or designee, the authority to enter into extensions with the COUNTY.
- d. The COUNTY hereby delegates the authority to execute renewals of this Agreement to the Director of the Community and Family Services Department, with consult of the County Attorney’s Office, so long as: (1) there have been no substantial changes to the terms and conditions of this Agreement; and (2) the funding considered to make payment pursuant to this Agreement has already been approved by the Board of County Commissioners in the Head Start Division’s budget.

**4. PAYMENTS.**

- a. The COUNTY agrees to reimburse the SCHOOL BOARD based on the Payment Schedule attached as Exhibit D.
- b. The fees referenced in Exhibit D are further described by location and square footage in Exhibit "A".
- c. The COUNTY shall pay the SCHOOL BOARD the cumulative amount of all the above-referenced fees in two (2) tranche payments for the term of this Agreement, as further described in EXHIBIT D.

**5. FEDERAL FUNDING.**

The Parties understand that payments for Utilities, Maintenance Services and administrative services made under this Agreement shall come from federal grant monies received by the COUNTY. If federal funding becomes unavailable, COUNTY shall have right to terminate this Agreement without any required prior notice to SCHOOL BOARD. The determination as to whether or not federal funds are available shall be in the sole discretion of the COUNTY. In the event federal funds become unavailable, the COUNTY shall not be liable for any damages based upon the termination of this Agreement.

**6. MAINTENANCE AND IMPROVEMENTS.**

- a. The SCHOOL BOARD, at its own expense, shall be responsible for maintaining the Premises in good repair, in conformance with its customary practice of other schools.
- b. COUNTY shall be responsible for installing additional improvements required by the Florida Department of Children and Family Services for COUNTY to operate the Head Start Program. SCHOOL BOARD must provide prior written consent prior to any such installation of improvements. SCHOOL BOARD hereby designates authority to provide consent to any additional maintenance and repair to the Chief Facilities Officer. Any improvements shall comply with all applicable laws, ordinances, regulations, and SCHOOL BOARD polices including, but not limited to, complying with all building code regulations applicable to school facilities and permitting requirements from the SCHOOL BOARD's Building Code Compliance Office. Any and all vendors, employees, etc. performing such work shall complete all necessary background screenings, in accordance with Florida Statutes, and any such work shall not interfere with the operations of the School.
- c. The COUNTY may, at its own cost and expense, install certain playground equipment on the Premises; provided, however, the SCHOOL BOARD must provide prior written consent prior to any such installation. SCHOOL BOARD hereby designates authority to provide consent to any additional maintenance and repair to the Chief Facilities Officer. In the event the COUNTY elects to install playground equipment on the premises, it shall comply with all applicable laws,

ordinances, regulations, and SCHOOL BOARD polices including, but not limited to, complying with all building code regulations applicable to school facilities and permitting requirements from the SCHOOL BOARD's Building Code Compliance Office. In addition, in the event the COUNTY elects to install playground equipment on the Premises, any and all vendors, employees, etc. performing such work shall complete all necessary background screenings, in accordance with Florida Statutes, and any such work shall not interfere with the operations of the School. Should COUNTY choose to remove any playground improvements installed on the Premises, COUNTY shall restore the area to the condition before the installation of the improvements as near as practicable.

- d. The COUNTY may, at its own cost and expense, add mulch to existing playgrounds on the Premises; provided, however, the SCHOOL BOARD must provide prior written consent to such addition. SCHOOL BOARD hereby designates authority to provide consent to any additional maintenance and repair to the Chief Facilities Officer. Such additional mulch shall become the property of the SCHOOL BOARD upon addition to the playground.
- e. Upon either the expiration or termination of this Agreement, the COUNTY shall, at its expense:
  - 1. Remove all personal property and improvements from the Premises.
  - 2. Repair all injury done by or in connection with installation or removal of County-owned property and improvements on the Premises.
  - 3. Surrender the Premises to the SCHOOL BOARD in a condition reasonably equal to that existing at the time of commencement of this Agreement, less ordinary wear and tear.
  - 4. All authorized improvements made to the Premises by the COUNTY that cannot be removed without resulting in material damage to the Premises, shall become the property of the SCHOOL BOARD.
  - 5. The SCHOOL BOARD shall take all reasonable precautions for, and shall be responsible for maintaining the safety of all persons and property affected by, or involved in, the performance of its obligations and responsibilities under this Agreement.
- f. The SCHOOL BOARD and COUNTY will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or Hazardous Substances (as defined below) in the Leased Premises or in or around the building of which the Leased Premises form a part. The SCHOOL BOARD and COUNTY shall immediately notify the other, and appropriate government agencies and authorities having jurisdiction, if a release or such materials occurs, and shall take and complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance to the other party.

- g. The SCHOOL BOARD and COUNTY shall not cause or permit any Hazardous Substance (as hereinafter defined) on the Lease Premises. As used herein, "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government, including without limitation; (i) any substance, chemical, or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable environmental laws; (ii) any other federal, state, or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and pursuant to any environmental, health and safety of the occupants or users of the Leased Premises or any part thereof, any adjoining property or cause damage to the environment; (iii) any petroleum products; (iv) PCBs; (v) leaded paint; and (vi) asbestos.

**7. ASSIGNMENT.**

The COUNTY shall not assign this Agreement or any interest therein without the prior written consent of the SCHOOL BOARD, which shall not be unreasonably withheld. An Assignee shall execute and deliver to the SCHOOL BOARD an agreement whereby the Assignee covenants to perform all obligations of the COUNTY contained herein. The assignment shall relieve the COUNTY of its obligations contained herein. The COUNTY agrees to submit to the SCHOOL BOARD, at least thirty (30) days prior to the contemplated effective date of said assignment the name of said prospective assignee and a copy of the proposed assignment agreement containing the requirements of this section.

**8. OWNERS ACCESS TO OCCUPIED PREMISES.**

The SCHOOL BOARD should have the right to enter the Premises at all reasonable times, after prior notice to COUNTY, for the purpose of inspecting the same or for the purpose of making repairs or alterations to the Premises or for any other purposes contemplated under this Agreement. In exercising this right, the SCHOOL BOARD shall not interfere with COUNTY's use of the Premises.

**9. DAMAGE TO OCCUPIED PREMISES.**

- a. If the Premises shall be damaged by fire or other causes, without the fault or neglect of the SCHOOL BOARD, its employees, agents, visitor or licensees, and such Premises are reasonable reusable for the purposes of which they are leased under this Agreement, the COUNTY shall return the Premises to the same reasonable condition that existed at the commencement of this Agreement. The COUNTY shall complete such repair and restoration within ninety (90) days from the date of such event, unless otherwise agreed to by both parties in writing. If the Premises is not repaired and restored to a condition reasonable equal to that which existed at the commencement of this Agreement, the SCHOOL BOARD may terminate the Agreement.



- b. If the Premises are damaged and to the extent that the Premises shall not be reasonably usable for the purpose of which they are leased under this Agreement, then the SCHOOL BOARD may, no later than thirty (30) days following the date of damage, give the COUNTY a notice of election to terminate this Agreement.
- c. In the event the Agreement is terminated as provided in Section 9(a) and/or (b), above, and Section 10 the effective date of termination shall be set forth in the notice and COUNTY shall remove County-owned property and surrender possession of the Premises within a reasonable time thereafter.

**10. TERMINATION.**

- a. This Agreement may be terminated, with cause, at any time by mutual written consent of the parties.
- b. Either party may terminate this Agreement without cause upon giving thirty (30) days prior written notice to the other party.

**11. INSURANCE.**

- a. The COUNTY, its subcontractors, agents or assigns shall maintain the following insurance, at its sole cost and expense:
  - (1) Commercial General Liability for all operations, including, but not limited to, contractual liability, products and completed operations and personal liability for a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate, unless such party is subject to sovereign immunity. The COUNTY may elect to maintain a self-insurance program for compliance with this insurance requirement to the limits allowed by Section 768.28, Florida Statutes.
  - (2) Workers Compensation insurance for its employees as the Premises in statutory limits as required by Florida law. The COUNTY may elect to maintain a self-insurance program for compliance with this insurance requirement.
  - (3) Professional Liability for any wrongful or negligent act of its employees while occupying the Premises.
- b. The COUNTY shall furnish proof of all such insurance required under this paragraph 11, to the SCHOOL BOARD within ten (10) days after the Effective Date of this Agreement and thereafter, no later than August 1 of each year during the term of this Agreement by delivery of a certificate of insurance to the attention of the Director for Risk Management, Orange County Public Schools, 445 West Amelia Street, Orlando, FL 32801, with a copy to the principal of each school being utilized by the COUNTY under the terms of this Agreement. Failure to have

adequate proof of current insurance meeting the requirements of this section or to file such proof with the SCHOOL BOARD'S Risk Management Department shall entitle the SCHOOL BOARD to provide the County with notice and opportunity to cure before suspending the privilege of the COUNTY to use the Premises or until such proof is furnished that may warrant breach of this Agreement.

- c. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged by the parties that nothing herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or either Party beyond the waiver provided in Section 768.28, Florida Statutes.

## **12. LIABILITY.**

- a. To the extent permitted by law, the Parties agree to defend, indemnify and hold harmless each other from any claims, damages, losses and expenses including attorney's fees arising out of or resulting from their employee, agents or officers performance under this Agreement. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- b. The COUNTY shall not be liable for claims, damages, losses and expenses, including reasonable attorney's fees arising out of, resulting from or in any way connected with SCHOOL BOARD's performance of or failure to perform its obligations or responsibilities under this Agreement.
- c. The SCHOOL BOARD shall not be liable for any claims, damages, losses or expenses, including reasonable attorney's fees, arising out of, resulting from or in any way connected with the COUNTY's performance of or failure to perform its obligations or responsibilities under this Agreement.
- d. The SCHOOL BOARD and COUNTY, respectively, will take all reasonable precautions for, and will be responsible for maintaining, the safety of all persons and property affected by, or involved in, the performance of their respective obligations and responsibilities under this Agreement.
- e. The SCHOOL BOARD and COUNTY agree to defend themselves for any claims, damages, losses, and expenses, including attorneys' fees, and shall give reasonable notice of tender to the negligent party for such claim the other party is requiring to be indemnified.

## **13. DEFAULT.**

- a. It is mutually agreed that in the event the COUNTY shall default in any of the payments set forth herein and fails to cure such default within thirty (30) days after written notice therefor from SCHOOL BOARD, or if COUNTY shall be in default in performing any of the terms or provisions of this Agreement, other than the

provision pertaining to the payments set forth herein, and fails to cure such default within thirty (30) days after written notice thereof from SCHOOL BOARD, SCHOOL BOARD may terminate this Agreement immediately. The SCHOOL BOARD may at any time thereafter resume possession of the Premises by lawful means.

- b. If the SCHOOL BOARD shall default in the performance of its obligations herein and fails to cure such default within thirty (30) days after written notice thereof from COUNTY, COUNTY may terminate this lease as provided in the notice. Upon such termination, COUNTY shall within a reasonable period surrender possession of the Premises to SCHOOL BOARD, after written notice is provided to the COUNTY, and remove all of COUNTY's effects therefrom. The payment for utilities, janitorial and administrative services shall be apportioned as of the date of surrender and any such payment made for any period beyond such date and shall be repaid to the COUNTY. The SCHOOL BOARD may at any time thereafter resume possession of the Premises by lawful means.
- c. If the COUNTY abandons or vacates the Premises, or fails to make the payments set forth herein, the SCHOOL BOARD may enter and resume possession of the Premises by lawful means without being liable for any prosecution or damage.
- d. The SCHOOL BOARD, upon lawfully resuming possession of the Premises as provided herein, may re-let the Premises and receive payment.

**14. WAIVER OF BREACH.**

Waiver of the breach of any covenant, term or condition of this Agreement shall not be deemed to be a waiver of breach of any other covenant, term or condition of this Agreement, or of a subsequent breach of the waived covenant(s), term(s) or condition(s).

**15. NOTICES.**

- a. All notices of either Party shall be given by certified mail, return receipt requested, telegram or in person with proof of delivery.
- b. Notices to the COUNTY shall be submitted to each of the following:

Orange County, Florida  
Attn: County Administrator  
P.O. Box 1393  
Orlando, FL 32802

And

Manager  
Orange County Head Start Division  
2100 East Michigan Street  
Orlando, FL 32806

- c. Notices to the SCHOOL BOARD shall be submitted to both:

School Board of Orange County, Florida  
445 West Amelia Street, 9<sup>th</sup> Floor  
Orlando, FL 32801  
Attention: General Counsel

And

School Board of Orange County, Florida  
445 West Amelia Street, 7<sup>th</sup> Floor  
Orlando, FL 32801  
Attention: Director for Elementary Curriculum and  
Instruction

Notices to the SCHOOL BOARD for purposes of Section 19 of this Agreement:

Superintendent Designee  
407-317-3239

**16. QUIET ENJOYMENT.**

The COUNTY shall and may peaceably and quietly have, hold and enjoy the Premises for the aforesaid term free from disturbance by the SCHOOL BOARD or anyone claiming through, by or under the SCHOOL BOARD.

**17. ENTIRE AGREEMENT.**

The entire Agreement between the Parties, with respect to the subject matter herein, is contained in this Agreement. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto. No amendments, changes or modification to or waivers of this Agreement shall be valid or otherwise enforceable unless in writing, signed by both Parties. Any such amendment, modification, change or waiver shall be effective only upon prior execution by both Parties.

**18. VALIDITY.**

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida, to the extent not preempted by or in conflict with applicable laws of the United State of America. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such

unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

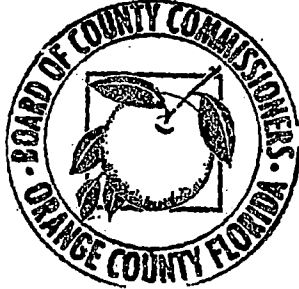
**19. JESSICA LUNSFORD ACT.**

- a. The COUNTY agrees that County Staff, who will be present on any SCHOOL BOARD property with SCHOOL BOARD students present, may be required to complete a background screening pursuant to the Jessica Lunsford Act (Section 1012.465, Florida Statutes). Such screening shall be conducted at the COUNTY'S expense. COUNTY shall be required to pay the actual cost for physical access badges which shall be billed separately from this Agreement. Pursuant to Section 435.04, Florida Statutes, the SCHOOL BOARD shall accept AHCA level 2 background screening of any such County Staff provided by the COUNTY as meeting this requirement.
- b. COUNTY agrees to provide notice to SCHOOL BOARD through its Superintendent, or designee (pursuant to Section 15), as well as Principal of the assigned school, within one (1) business day of notice of an arrest of County Staff assigned to work at a Premises. COUNTY agrees to take immediate action upon knowledge of an arrest of County Staff to remove said staff member from SCHOOL BOARD Premises until SCHOOL BOARD has cleared County Staff member to return to the Premises.
- c. COUNTY shall also require County Staff to sign a form acknowledging their affirmative duty to self-report any arrest to the COUNTY, SCHOOL BOARD Superintendent designee, and the principal of any facility the next business day and to not return to any SCHOOL BOARD Premises until cleared to return by SCHOOL BOARD.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

***[Signatures on Following Pages]***

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings,  
Orange County Mayor

Date: March 22, 2022

ATTEST: Phil Diamond, CPA, County  
Comptroller  
As Clerk of the Board of County Commissioners

By: *Kate Smith*  
Deputy Clerk

Date: March 22, 2022

*[Additional signature pages to follow]*

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the dates indicated below.

Signed, sealed and delivered in the presence of:

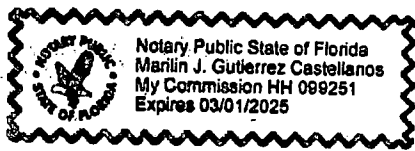
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

*[Signature]*  
Print Name: Maney Condon  
*[Signature]*  
Print Name: Arabella Henley

By: *[Signature]*  
Teresa Jacobs, as Chair  
Date: 2/14/02

STATE OF FLORIDA     )  
  )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this day of February 15<sup>th</sup>, 2022, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, who is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.



*Marilyn Gutierrez Castellanos*  
Notary Public  
Printed Name: Marilyn Gutierrez  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Additional signature page to follow]

**WITNESSES:**

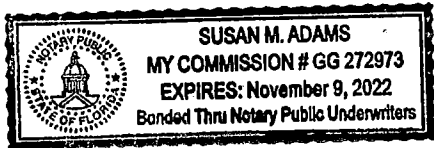
**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the constitution and laws of the State of Florida

Maneliz Pagan  
Print Name: Maneliz Pagan  
Amba Herby  
Print Name: Amba Herby

By: [Signature]  
Barbara M. Jenkins, Ed.D.,  
as Superintendent  
Date: February 15, 2022

STATE OF FLORIDA     )  
  )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15<sup>th</sup> day of February, 2022, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.



[Signature]  
Notary Public  
Printed Name: Susan M. Adams  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 9<sup>th</sup> day of Feb, 2022, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 18<sup>th</sup> day of Feb, 2022.

By: [Signature]  
Jad M. Brewer, Staff Attorney III  
Planning and Real Estate

By: [Signature]  
Rory Salimbene, Senior Facilities  
Executive Director



**EXHIBIT "A"**

Location of Portable and Permanent Classrooms and Square Footage of Each

Head Start Matrix 20210909 DRAFT

School / Site	Building Type	Bldg. / Rm. #	Bldg. / Rm. Size (Sq. Ft.)	Building Owned/Leased	Portable Serial #	Portable DCA (In/Infl)	Portable Owner	OCPS Monthly Lease (\$)	Comments	Item # (LAND SPAGE)	Item # (UTILITIES)	Item # (MAINTENANCE)	Item # (ADMIN SUPPORT)	Item # (RENTALS)	TOTAL
Alma ES	Portable	HS-1	864	Leased-Headstart	13661 AB	IVE 004361	Mobile Modular	\$ 361.00	Classroom	1.00	1,442.88	1,448.00	550.00	4,332.00	7,773.88
Alma ES	Portable	HS-2	864	Leased-Headstart	13972 AB	IVE 004653	Mobile Modular	\$ 361.00	Classroom	1.00	1,442.88	1,448.00	550.00	4,332.00	7,773.88
Alma ES	Portable	HS-3	864	Leased-Headstart	11254 AB	E 014409	Mobile Modular	\$ 361.00	Classroom	1.00	1,442.88	1,448.00	550.00	4,332.00	7,773.88
McCoy ES	Portable	P-1	864	Leased	11712 AB	1D6300	Mobile Modular	\$ 799.00	Classroom	1.00	933.12	1,448.00	550.00	8,568.00	12,520.12
McCoy ES	Portable	P-2	864	Leased	12844 AB	1068899	Mobile Modular	\$ 799.00	Classroom	1.00	933.12	1,448.00	550.00	8,568.00	12,520.12
McCoy ES	Portable	P-3	864	Leased	1469 AB	IVE 008691	Mobile Modular	\$ 799.00	Office	1.00	933.12	1,448.00	550.00	8,568.00	12,520.12
(New) Engelwood ES	Portable	P2	864	Leased	15663AB	1061692	Mobile Modular	\$ 838.00	Office	1.00	933.12	1,448.00	550.00	10,056.00	12,988.12
(New) Engelwood ES	Portable	P3	864	Leased	11698AB	1061688	Mobile Modular	\$ 838.00	Classroom	1.00	933.12	1,448.00	550.00	10,056.00	12,988.12
(New) Engelwood ES	Portable	P4	864	Leased	12808AB	1061687	Mobile Modular	\$ 838.00	Classroom	1.00	933.12	1,448.00	550.00	10,056.00	12,988.12
(New) Engelwood ES	Portable	P5	864	Leased	12826AB	1061694	Mobile Modular	\$ 838.00	Classroom	1.00	933.12	1,448.00	550.00	10,056.00	12,988.12
Dover Shores ES	Permanent	Bldg 2 - 101	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	972.00	1,508.34	550.00	0.00	3,030.34
Dover Shores ES	Permanent	Bldg 2 - 102	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	972.00	1,508.34	550.00	0.00	3,030.34
Dover Shores ES	Permanent	Bldg 2 - 103	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	972.00	1,508.34	550.00	0.00	3,030.34
Dover Shores ES (new)	Permanent	Bldg 2 - 108	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	972.00	1,508.34	550.00	0.00	3,030.34
Three Points ES	Portable	P-00A	864	Owned	ECC0702421	IVE 003491	OCPS	\$ -	Classroom	1.00	933.12	1,448.00	550.00	0.00	2,932.12
Three Points ES	Portable	P-00C	864	Owned	FOC0702422	IVE 003484	OCPS	\$ -	Classroom	1.00	933.12	1,448.00	550.00	0.00	2,932.12
Three Points ES	Portable	P-00D	864	Owned	FOC0702417	IVE 003493	OCPS	\$ -	Office	1.00	933.12	1,448.00	550.00	0.00	2,932.12
Three Points ES	Portable	P-009	864	Owned	ECC0702416	IVE 003480	OCPS	\$ -	Classroom	1.00	933.12	1,448.00	550.00	0.00	2,932.12
Millennia ES (new)	Permanent	1-115	852	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	920.18	1,427.89	550.00	0.00	2,898.05
Millennia ES (new)	Permanent	1-118	782	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	844.58	1,310.58	550.00	0.00	2,705.14
Millennia ES (new)	Portable	C1 or C5	864	Leased				\$ 729.00	Office	1.00	933.12	1,448.00	550.00	8,748.00	11,680.12
Ventura ES	Permanent	Rm104	773	Owned	NA	NA	NA	\$ -	Classroom	N/A	834.84	1,296.49	550.00	0.00	2,680.33
Ventura ES	Permanent	Rm105	792	Owned	NA	NA	NA	\$ -	Classroom/Shared office	N/A	844.56	1,310.58	550.00	0.00	2,705.14
Ventura ES	Portable	P1	864	Leased	13666AB	1059366	Mobile Modular	\$ 879.00	Classroom	1.00	933.12	1,448.00	550.00	10,548.00	13,480.12
Washington Shores PLC (new)	Permanent	B1 rm2 (inclusive of 2A)	720	Owned	N/A	N/A	N/A	\$ -	Office space	N/A	777.60	1,200.67	550.00	0.00	2,534.27
Washington Shores PLC (new)	Permanent	B1 rm3 (inclusive of 3A & 3B)	900	Owned	N/A	N/A	N/A	\$ -	Office space	N/A	972.00	1,508.34	550.00	0.00	3,030.34
Washington Shores PLC	Permanent	89-93 (inclusive of 8-33A, 8-33B, 8-33C, 8-33D, 8-33E)	1166	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,280.88	1,987.65	550.00	0.00	3,818.53
Washington Shores PLC	Permanent	8-34 (inclusive of 8-34A, 8-34B, 8-34D, 8-34E)	1054	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,138.32	1,768.43	550.00	0.00	3,454.75
Washington Shores PLC	Permanent	8-35 (inclusive of 8-35A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,003.32	1,556.94	550.00	0.00	3,110.26
Washington Shores PLC	Permanent	8-36 (inclusive of 8-36A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,003.32	1,556.94	550.00	0.00	3,110.26
Washington Shores PLC (new)	Permanent	8-32 (inclusive of 8-32A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,003.32	1,556.94	550.00	0.00	3,110.26
Washington Shores ES (new)	Permanent	103	748	Owned	N/A	N/A	N/A	\$ -	Office	N/A	807.84	1,253.60	550.00	0.00	2,611.44
Washington Shores ES (new)	Permanent	104	748	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	807.84	1,253.60	550.00	0.00	2,611.44
Washington Shores ES (new)	Permanent	105	748	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	807.84	1,253.60	550.00	0.00	2,611.44
Washington Shores ES (new)	Permanent	106	748	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	807.84	1,253.60	550.00	0.00	2,611.44
West Oaks ES (new)	Permanent	1-103	831	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	897.48	1,392.70	550.00	0.00	2,840.18
West Oaks ES (new)	Permanent	1-104	936	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,010.68	1,568.67	550.00	0.00	3,129.55
Dillard Street ES	Portable	P8	864	Leased	12549AB	IVE03584	Mobile Modular	\$ 729.00	Office	1.00	933.12	1,448.00	550.00	8,748.00	11,660.12
Dillard Street ES	Portable	P7	864	Leased	0289AB	34632	Mobile Modular	\$ 729.00	Classroom	1.00	933.12	1,448.00	550.00	8,748.00	11,660.12
Dillard Street ES	Portable	P9	864	Leased	0287AB	34630	Mobile Modular	\$ 729.00	Classroom	1.00	933.12	1,448.00	550.00	8,748.00	11,660.12
Hungerford ES	Permanent	Rm106	773	Owned	NA	NA	NA	\$ -	Classroom	N/A	834.84	1,296.49	550.00	0.00	2,680.33
Hungerford ES	Permanent	Rm107	772	Owned	NA	NA	NA	\$ -	Classroom	N/A	833.76	1,293.82	550.00	0.00	2,677.58
										19.00	40,677.76	60,594.93	23,100.00	127,824.00	281,815.69

**EXHIBIT "B"**

**Workflow Chart for Premises Changes**

## New Head Start Program Flow Chart

If a principal is interested in adding a Head Start program to his/her campus, the following table will guide you through the process.

Head Start Request Workflow/Next Steps	Department Responsible	Timeframe
Head Start reaches out to the Early Childhood team with their requests for the upcoming school year based on data.	Head Start/ Early Childhood	December
Early Childhood will contact Facilities Director, Planning to determine which schools have space to accommodate Head Start needs.	Early Childhood/ Facilities	December
*Coordinate new portable installations with Head Start (portable installation requires one year notice)	Facilities	1 year prior to new school year
Email is sent to principals asking if they are interested in having Head Start on campus.	Early Childhood	January
If the principal is interested in having Head Start on their campus, he/she must confirm whether they have space or if they will be requesting a portable (please note that a new portable will take at least one year to be installed).	Principal/ Head Start Director/ Facilities	February/ March
Principal, Head Start, and Facilities Director, Planning walk the campus, assess the classrooms that will be used, and determine what accommodations will be required per DCF. Discussion about fingerprinting, badges, materials, furniture, and technology should take place at this meeting.	Principal/ Head Start Director/ Facilities	February/ March
If Head Start and the principal agree, an approval memo is created and sent to the Dept. Supt. for approval.	Early Childhood	March
Dept. Supt will approve or reject requests.	Dept. Supt.	March
Schools are notified of their request status (approved or not approved). If approved, Principal submits an M2 (new work request) on WNA to engage the Client Liaison for necessary scope of work based on approval.	Early Childhood/Princi pal	March
Facilities Services, Sr. Facilities Manager notified of new Head Start classrooms, offices, storage, or portables to prepare matrix.	Early Childhood/ Facilities	March
Client Liaison to coordinate M2 (new work requests).	Facilities	April
Head Start, Client Liaison, and the school principal will coordinate needed technology installations with the school's TSR.	Head Start/ Principal/ ITS/Facilities	May/June
Contract amendments coordinated with the County Attorney's Office.	Facilities Legal	July

### New Head Start Program Flow Chart

Facilities Legal updates the Fund Manager (Early Childhood) and <a href="mailto:gsp@ocps.net">gsp@ocps.net</a> with the newly executed contract.	Facilities Legal	August
Finance will complete expenditure reclassifications using approved matrix and generate invoice(s) December/June per the terms of Contract amendment.	Finance	December/June

**EXHIBIT "C"**

Policy of Civil Conduct

**ORANGE COUNTY PUBLIC SCHOOLS  
ORLANDO, FLORIDA**

**MANAGEMENT DIRECTIVE B-12 POLICY  
OF CIVIL CONDUCT**

**Code of Civility**

The education of a child happens only through a partnership among the child, school faculty and staff, parent(s) or guardian(s), the community and district office employees. Partnership is an active state that includes sharing responsibilities, having meaningful communication and welcomed participation.

When people who are working together agree, the partnership runs smoothly. Two people will not always agree and that can make partnership difficult. The partnership is most powerful, as children are educated to reach their potential, when we agree on how to disagree. We must be civil in our discourse.

Civility is often described by its absence. We hear of harmful actions such as road rage, physical confrontation, ethnic stereotypes and slurs. But civility is not just an absence of harm. It is the affirmation of what is best about each of us individually and collectively. It is more than saying "please" and "thank you." It is reflecting our respect for others in our behavior, regardless of whether we know or like them. It is not simply being politically correct and should not be used to stifle criticism or comment. It is being truthful and kind and for us to take responsibility for our own actions rather than blaming others.

As we communicate with each other, we need to remember that we are working together to benefit the children of this community.

Therefore, the Orange County School Board requires that, as we communicate; students, OCPS faculty and staff, parents, guardians and all other members of the community shall:

**1. Always treat each other with courtesy and respect**

This means:

- We listen carefully and respectfully as others express opinions that may be different from ours.
- We share our opinions and concerns without loud or offensive language, gestures or profanity.

**2. Treat each other with kindness**

This means:

- We treat each other, as we would like to be treated.
- We do not threaten or cause physical or bodily harm to another.
- We do not threaten or cause damage to the property of another.
- We do not bully, belittle or tease one another and we do not allow others to do so in our presence.

- We do not demean and are not abusive or obscene in any of our communications.

### **3. Take responsibility for our own actions**

This means:

- We share information honestly.
- We refrain from displays of temper.
- We do not disrupt or attempt to interfere with the operation of a classroom or any other work or public area of a school or school facility.

### **4. Cooperate with each other**

This means:

- We obey school rules for access and visitation.
- We respect the legitimate obligations and time constraints we each face.
- We notify each other when we have information that might help reach our common goal. This includes information about:
  - safety issues
  - academic progress, changes that might impact a student's work
  - events in the community that might impact the school
- We respond when asked for assistance.
- We understand that we do not always get our way.


## **Authority and Enforcement of the Code of Civility**

Authority and enforcement of a code for civil conduct ultimately depends on the individual and collective will of those involved – students, OCPS faculty and staff, parents, guardians and all other members of the community. However, individuals need to know how to respond to uncivil behavior and how such behavior will be responded to. Therefore:

1. A student who believes that he or she has not been treated in a manner reflective of the Code of Civility should report such behavior to the appropriate school administrator.
2. A parent, guardian or community member who believes that he or she has not been treated in a manner reflective of the Code of Civility should report such behavior to the staff member's immediate supervisor.
3. An employee who believes that he or she has not been treated in a manner reflective of the Code of Civility should use the following guidelines:
  - If personal harm is threatened, the employee may contact law enforcement.
  - Anyone on school district property without authorization must be directed to leave the premises by an administrator or school resource officer. Anyone who threatens or attempts to disrupt school or school district operations, physically harm someone, intentionally cause damage, uses loud or offensive language, gestures, profanity or shows a display of temper must be directed to leave the premises by an administrator or school resource officer. If such person does not immediately and willingly leave and if the school resource officer is not available, law enforcement shall be called.



- If a telephone call recorded by an answering machine, email, voicemail message or any type of written communication is demeaning, abusive, threatening or obscene the employee is not obligated to respond.
  - If personal harm is threatened, the employee may contact law enforcement.
  - The employee shall save the message and contact his or her immediate supervisor, the school resource officer and/or OCPD District Police.
- If any member of the public uses obscenities or speaks in a demeaning, loud or insulting manner, the employee to whom the remarks are directed shall take the following actions:
  - Calmly and politely, ask the speaker to communicate civilly.
  - If the verbal abuse continues, give appropriate notice to the speaker and terminate the meeting, conference or telephone conversation.
  - If the meeting or conference is on school district premises, request that an administrator or authorized person direct the speaker to promptly leave the premises.
  - If the speaker does not immediately leave the premises, an administrator or other authorized person shall notify law enforcement to take any action deemed necessary.
- Insubordination refers to an employee who is disobedient or disrespectful to a manager or supervisor. Failure on the part of an employee to properly discharge the duties assigned shall be deemed sufficient cause for suspension and/or dismissal. Examples of insubordination include, but are not limited to:
  - Refusal to obey orders of a supervisor/management
  - Disrespect shown to supervisors/management in the form of vulgar or mocking language
  - Mocking supervisors/management decisions

  
\_\_\_\_\_  
Superintendent

February 1, 2020  
\_\_\_\_\_  
Date Revised

**EXHIBIT "D"**

PAYMENT SCHEDULE

<b>Reimbursable Unit</b>	<b>Amount</b>
Use of land space for Portable Classrooms used by the COUNTY, located at the designated Schools throughout Orange County.	\$1.00 per Portable Classroom
Cost of Utilities furnished by the SCHOOL BOARD (as described in section 1 above)	<p style="text-align: center;">\$1.08 per square foot of space for each Portable and Permanent Classroom used by the COUNTY for the 2021-2022 agreement term.</p> <p style="text-align: center;">Note: This amount will be increased to \$1.67 per square foot of space for each Portable and Permanent Classroom used by the COUNTY for any renewal terms.</p>
Maintenance Services provided by the SCHOOL BOARD (as described in section 1 above).	\$1.68 per square foot for each Portable Classroom and Permanent Classroom used by the COUNTY.
Communication Services provided by the SCHOOL BOARD (as described in section 1 above).	<p style="text-align: center;">\$0 per square foot of space for each Portable and Permanent Classroom used by the COUNTY for the 2021-2022 agreement term.</p> <p style="text-align: center;">Note: This amount will be increased to \$0.34 per square foot of space for each Portable and Permanent Classroom used by the COUNTY for any renewal terms.</p>
Administrative support provided by the SCHOOL BOARD (including media center access, where applicable, clerical support, and principal oversight).	\$550.00 per Portable Classroom and Permanent Classroom used by the COUNTY.
Actual Cost of Rental Payments incurred by the SCHOOL BOARD on Portable Classrooms used by the COUNTY.	As shown on <b><u>Exhibit "A"</u></b> .

**Total Payment due to the SCHOOL BOARD for 2021-2022 Agreement Term:** an amount not to exceed \$251,815.69. To be paid in the following two tranches:

1. **Payment 1:** \$125,907.85 paid on or before December 1, 2021.
2. **Payment 2:** \$125,907.84 paid on or before June 1, 2022.