

Interoffice Memorandum



**AGENDA ITEM**

September 11, 2017

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *DC for LCB*  
Family Services Department

FROM: Sonya L. Hill, Manager  
Family Services Department  
Head Start Division  
**Contact: Khadija Pirzadeh, (407) 836-8912**  
**Sonya Hill, (407) 836-7409**

SUBJECT: First Amendment to Facility and Land Use Agreement between  
The School Board of Orange County, Florida and Orange County, Florida  
regarding Head Start Program 2017-2018  
BCC Meeting 10/3/17 Consent Agenda/All Districts

The Head Start Division requests Board approval of the First Amendment to Facility and Land Use Agreement between the School Board and Orange County. The agreement will allow the County to lease land space for operation of the Head Start Program at public schools. Head Start provides comprehensive early childhood development for preschool children and support to their families at the following schools: Aloma, Dover Shores, Engelwood, Evans, McCoy, Maxey, Three Points, Ventura, Washington Shores, and Washington Shores Early Learning Center.

The lease costs include \$84,948 for rent per year; \$33,587.56 for utilities per year; \$51,960.53 for janitorial and maintenance services per year; \$18,150 for administrative support per year; and \$20 for land space per year. The total compensation for the Facility and Land Use Agreement shall not exceed \$188,666.09 per year. Head Start grant funds will be used to cover expenses.

The County Attorney's Office and Risk Management Division have reviewed this agreement in accordance with legal and County policy guidelines.

September 11, 2017

**ACTION REQUESTED:** Approval and execution of First Amendment to Facility and Land Use Agreement Between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2017-2018. Head Start grant funds will be used to pay \$188,666.09 per year, which includes \$84,948 for rent, \$33,587.56 for utilities, \$51,960.53 for maintenance and janitorial services, \$18,150 for administrative support services, and \$20 for land space. There is no cost to the County. The lease will terminate on July 31, 2018. (Head Start Division)

SH/kp

Attachments

C: Randy Singh, Assistant County Administrator  
Wanzo Galloway, Assistant County Attorney, County Attorney's Office  
John Petrelli, Manager, Risk Management Division  
Yolanda Brown, Manager, Fiscal Division, Family Services Department  
Jamille Clemens, Grants Supervisor, Finance Division  
Patria Morales, Grants Coordinator, Office of Management & Budget

BCC Mtg. Date: October 3, 2017

**FIRST AMENDMENT TO  
FACILITY AND LAND USE AGREEMENT  
Between  
The School Board of Orange County, Florida  
and  
Orange County, Florida  
regarding  
  
Head Start Program  
2017 - 2018**

**THIS FIRST AMENDMENT TO FACILITY AND LAND USE AGREEMENT** ("First Amendment"), 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 and SCHOOL BOARD entered into that certain Facility and Land Use Agreement dated September 13, 2016 to provide for the use of certain spaces at the public schools ("Schools") for the purpose of operating the Head Start Program in accordance with conditions prescribed in the funding grant of the United States of Health and Human Services, Administration for Children and Families ("Agreement"); and

**WHEREAS**, SCHOOL BOARD and COUNTY desire to amend the Agreement to alter, amend and revise the list of School premises in accordance with the terms and conditions of this First Amendment.

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

1. **Recitals; Definitions.** The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by this First Amendment.

2. **Premises.** Section 1.a. of the Agreement is hereby amended and restated in its entirety as follows:

**"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, certain real property for the locating of portables or certain facilities, as further described herein below, for use as

classrooms, offices, bathrooms, space for storage and playground space, excluding parking, as available (collectively hereinafter referred to as "Portable Classrooms"). The Portable Classrooms shall be located on School sites, as more specifically described herein (collectively referred to as the "Premises"). The Portable Classroom locations shall include the following six (6) Schools:

1. Aloma Elementary School: three (3) Portable Classrooms;
2. Dover Shores Elementary swing site at the former Englewood Elementary School: four (4) Portable Classrooms;
3. Englewood Elementary School: four (4) Portable Classrooms;
4. Maxey Elementary School: three (3) Portable Classrooms;
5. McCoy Elementary School: three (3) Portable Classrooms;
6. Three Points Elementary School: three (3) Portable Classrooms;

In addition, the following four (4) Schools shall have permanent classrooms ("Permanent Classrooms") for COUNTY use to operate the Head Start Program:

1. Evans High School: one (1) classroom;
2. Ventura Elementary School: one (1) classroom and one (1) shared office; and
3. Washington Shores Early Learning Center: six (6) classrooms, and one (1) office; and
4. Washington Shores Elementary School: two (2) classrooms and one (1) office.

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.

The Head Start hours of operation shall be from 7:15 A.M. to 5:45 P.M., Monday through Friday. The specific hours of operation for each School are as further described in Exhibit "B", attached to and incorporated herein by this reference. The COUNTY will 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."

3. **Term.** SCHOOL BOARD and COUNTY agree to exercise the first one (1) year renewal period effective from August 1, 2017 to July 31, 2018.

4. **Payments.** Section 4 of the Agreement is hereby amended and restated in its entirety as follows:

**"PAYMENTS.**

- a. The COUNTY agrees to pay the SCHOOL BOARD the sum of ONE AND NO/DOLLARS (\$1.00) per Portable Classroom for the use of land space for twenty (20) Portable Classrooms, located at the designated Schools throughout Orange County.

- b. The SCHOOL BOARD shall furnish all Utilities, as further described in section 1 above, and the COUNTY agrees to reimburse the SCHOOL BOARD a sum of \$1.08 per square foot of space for each Portable and Permanent Classroom for a period of twelve (12) months, with a total cost not to exceed THIRTY-THREE THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND 56/100 DOLLARS (\$33,587.56) per year.
- c. The SCHOOL BOARD agrees to provide Maintenance Services, as more specifically further described in section 1 above. Notwithstanding the foregoing, the janitorial services shall include cleaning paper supplies such as toilet paper, hand towels, hand soap and trash bags. The maintenance services shall include playground maintenance, water, lawn care, and pest control. The COUNTY shall pay the SCHOOL BOARD the sum of \$1.68 per square foot for each Portable Classroom and Permanent Classroom, for monthly Maintenance Services, with the total costs not to exceed FIFTY-ONE THOUSAND NINE HUNDRED SIXTY AND 53/100 DOLLARS (\$51,960.53) per year.

The SCHOOL BOARD shall provide administrative support to the Program. The COUNTY shall pay the SCHOOL BOARD rental fees in the amount of FIVE HUNDRED FIFTY AND NO/DOLLARS (\$550.00) per Portable Classroom and Permanent Classroom, which shall include media center access, where applicable, clerical support and principal oversight. The total overall administrative costs shall not exceed EIGHTEEN THOUSAND ONE HUNDRED FIFTY AND NO/DOLLARS (\$18,150.00) per year.

- d. The COUNTY shall reimburse the SCHOOL BOARD for rental payments on nine (9) Portable Classrooms leased by SCHOOL BOARD on behalf of the COUNTY, which monthly reimbursements shall be as follows:
  - 1. Aloma Elementary School: COUNTY shall pay rental payment directly to the portable owner for three (3) Portable Classrooms.
  - 2. Dover Shores Elementary swing site at the former Englewood Elementary School: COUNTY shall pay SCHOOL BOARD monthly rental payments in the amount of SIX HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$665.00) per month for each of the two (2) leased Portable Classrooms;
  - 3. Englewood Elementary School: COUNTY shall pay SCHOOL BOARD monthly rental payments in the amount of EIGHT HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$838.00) per month for each of the four (4) leased Portable Classrooms; and
  - 4. McCoy Elementary School: COUNTY shall pay SCHOOL BOARD monthly rental payments in the amount of SEVEN HUNDRED NINETY-NINE AND NO/DOLLARS (\$799.00) per month for each of three (3) leased Portable Classrooms.

The total combined rent reimbursement cost shall not exceed EIGHTY-FOUR THOUSAND NINE HUNDRED FORTY-EIGHT AND NO/DOLLARS (\$84,948.00) per year.

- e. The COUNTY shall pay the SCHOOL BOARD the cumulative amount of all the above-referenced fees in two (2) payments for the term of this Agreement. The first payment of NINETY-FOUR THOUSAND THREE HUNDRED TWENTY-THREE AND 05/00 DOLLARS (\$94,323.05) will be made on or before December 1, 2017 and the remaining payment of NINETY-FOUR THOUSAND THREE HUNDRED TWENTY-THREE AND 04/00 DOLLARS (\$94,323.04) will be made on or before June 1, 2018. The total compensation paid by the COUNTY to the SCHOOL BOARD shall not exceed ONE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 09/100 DOLLARS (\$188,666.09) per year.

The above-referenced fees are further described by location and square footage in Exhibit "A", attached to and incorporated herein."

5. **Effect; Conflicts.** Except as modified herein, all other terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.


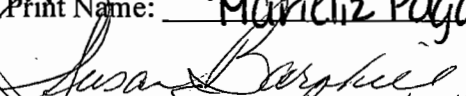
6. **Counterparts and Electronic Signatures.** This First Amendment may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically for one document.

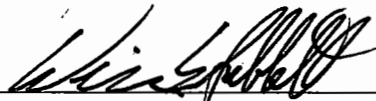
*Signatures on Following Pages*

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:

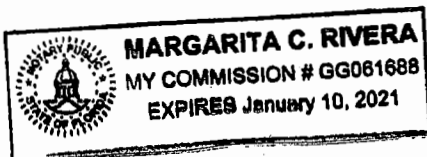
**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the constitution and laws of the State of Florida

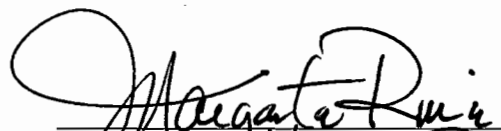
  
Print Name: Marieliz Pagan  
  
Print Name: Susan Barthill

By:   
William E. Sublette, as Chairman  
Date: 8.31.17

STATE OF FLORIDA     )  
                                      )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2017, by William E. Sublette, Chairman 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. He 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.



  
Notary Public  
Printed Name: Margarita Rivera  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

WITNESSES:

Marieliz Pagan  
Print Name: Marieliz Pagan

Susan Barnhill  
Print Name: Susan Barnhill

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

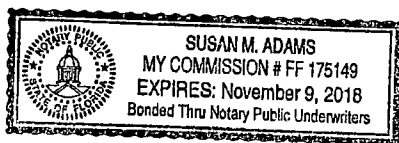
By: [Signature]  
Barbara M. Jenkins, Ed.D.,  
as Superintendent

Date: 8.31.17

STATE OF FLORIDA )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day  
of August 2017, 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 31<sup>st</sup> day of  
August, 2017, for its  
exclusive use and reliance.

By: [Signature]  
Laura L. Kelly, Esquire

Reviewed and approved by Orange County  
Public Schools Chief Facilities Officer this  
25<sup>th</sup> day of August, 2017.

By: [Signature]  
John T. Morris, Chief Facilities Officer



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

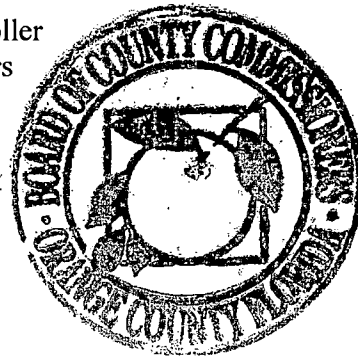
Date: 10.3.17

ATTEST:

Phil Diamond, C.P.A., Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: 10/3/17



**EXHIBIT "A"**

**Location of Portable and Permanent Classrooms and Square Footage of Each**

School / Site	Building Type	Blg. / Rm. #	Blg. / Rm. Size (Sq. Ft.)	Building Owned / Leased	Portable Serial #	Portable DCA Issuance	Portable Owner	OCPS Monthly Lease (\$)	Comments	Item 4. a. LAND SPACE	Item 4. b. UTILITIES	Item 4. c. FOOD SERVICE	Item 4. d. RENTAL	TOTAL
Aloma ES	Portable	HS-1	864	Leased-Headstart	13661 AB	IVE 004361	Mobile Modular	\$ -	Lease paid directly to Portable Owner by Headstart	1.00	936.00	1,448.00	550.00	2,935.00
Aloma ES	Portable	HS-2	864	Leased-Headstart	13972 AB	IVE 004653	Mobile Modular	\$ -	Lease paid directly to Portable Owner by Headstart	1.00	936.00	1,448.00	550.00	2,935.00
Aloma ES	Portable	HS-3	864	Leased-Headstart	11254 AB	E 014409	Mobile Modular	\$ -	Lease paid directly to Portable Owner by Headstart	1.00	936.00	1,448.00	550.00	2,935.00
Evans HS	Permanent	03-122 (inclusive of 03-122A & 03-122B)	3,035	Owned	N/A	N/A	N/A	\$ -		N/A	3,287.91	5,086.45	550.00	8,924.35
Maxey ES	Portable	P-14	864	Owned	964	MB 029360	OCPS	\$ -		1.00	936.00	1,448.00	550.00	2,935.00
Maxey ES	Portable	P-13	864	Owned	965	MB 029361	OCPS	\$ -		1.00	936.00	1,448.00	550.00	2,935.00
Maxey ES	Portable	P-12	864	Owned	963	MB 029359	OCPS	\$ -		1.00	936.00	1,448.00	550.00	2,935.00
McCoy ES	Portable	P-1	864	Leased	11712 AB	1066903	Mobile Modular	\$ 799.00	Classroom	1.00	936.00	1,448.00	550.00	9,588.00
McCoy ES	Portable	P-2	864	Leased	12644 AB	1066908	Mobile Modular	\$ 799.00	Classroom	1.00	936.00	1,448.00	550.00	9,588.00
McCoy ES	Portable	TBD	864	Leased	TBD	TBD	Mobile Modular	\$ 799.00	Office	1.00	936.00	1,448.00	550.00	9,588.00
(New) Engelwood ES	Portable	P2	864	Leased	13663AB	1061692	Mobile Modular	\$ 838.00	Office	1.00	936.00	1,448.00	550.00	10,056.00
(New) Engelwood ES	Portable	P3	864	Leased	11688AB	1061688	Mobile Modular	\$ 838.00	Classroom	1.00	936.00	1,448.00	550.00	10,056.00
(New) Engelwood ES	Portable	P4	864	Leased	12608AB	1061687	Mobile Modular	\$ 838.00	Classroom	1.00	936.00	1,448.00	550.00	10,056.00
(New) Engelwood ES	Portable	P5	864	Leased	12626AB	1061694	Mobile Modular	\$ 838.00	Classroom	1.00	936.00	1,448.00	550.00	10,056.00
(Old) Engelwood ES/Dover Shores ES	Portable	P-001	1,056	Owned	RL 153-99	E 006489	OCPS	\$ -	Office space	1.00	1,144.00	1,769.78	550.00	3,464.78
(Old) Engelwood ES/Dover Shores ES	Portable	P-002	1,056	Owned	RL 154-99	E 006788	OCPS	\$ -	Classroom	1.00	1,144.00	1,769.78	550.00	3,464.78
(Old) Engelwood ES/Dover Shores ES	Portable	P7	864	Leased	10669AB	1054656	Mobile Modular	\$ 665.00	Classroom	1.00	936.00	1,448.00	550.00	7,980.00
(Old) Engelwood ES/Dover Shores ES	Portable	P6	864	Leased	14248AB	1058694	Mobile Modular	\$ 665.00	Classroom	1.00	936.00	1,448.00	550.00	7,980.00
Three Points ES	Portable	P-00A	864	Owned	E0C0702421	IVE 003481	OCPS	\$ -	Classroom	1.00	936.00	1,448.00	550.00	2,935.00
Three Points ES	Portable	P-00C	864	Owned	F0C0702422	IVE 003484	OCPS	\$ -	Classroom	1.00	936.00	1,448.00	550.00	2,935.00
Three Points ES	Portable	P-00D	864	Owned	F0C0702417	IVE 003483	OCPS	\$ -	Office	1.00	936.00	1,448.00	550.00	2,935.00
Ventura ES	Permanent	Rm104	773	Owned	NA	NA	NA	\$ -	Classroom	N/A	837.41	1,295.49	550.00	2,682.91
Ventura ES	Permanent	Rm105	782	Owned	NA	NA	NA	\$ -	Shared office	N/A	847.16	1,310.58	550.00	2,707.74
Washington Shores ELC	Permanent	04-19, 04-20	1670	Owned	N/A	N/A	N/A	\$ -	Office space	N/A	1,809.16	2,798.80	550.00	5,157.96
Washington Shores ELC	Permanent	25A, 8-25B, 8-25C, 8-25D, 8-25E)	1186	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,264.83	1,987.65	550.00	3,822.48
Washington Shores ELC	Permanent	33A, 8-33B, 8-33C, 8-33D, 8-33E)	1186	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,264.83	1,987.65	550.00	3,822.48
Washington Shores ELC	Permanent	34A, 8-34B, 8-34D, 8-34E)	1054	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,141.83	1,766.43	550.00	3,458.26
Washington Shores ELC	Permanent	08-35 (inclusive of 08-35A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,006.41	1,556.94	550.00	3,113.35
Washington Shores ELC	Permanent	08-36 (inclusive of 08-36A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,006.41	1,556.94	550.00	3,113.35
Washington Shores ELC	Permanent	08-500	80	Owned	N/A	N/A	N/A	\$ -	Desk Area only	N/A	65.00	100.56	550.00	715.56
Washington Shores ES	Permanent	01-114/114A	800	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	866.66	1,340.74	550.00	2,757.41
Washington Shores ES	Permanent	01-113/113A	800	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	866.66	1,340.74	550.00	2,757.41
Washington Shores ES	Permanent	01-102K	136	Owned	N/A	N/A	N/A	\$ -	Office	N/A	147.33	227.83	550.00	925.26
										20.00	33,587.56	51,960.53	18,150.00	\$ 188,666.09

**EXHIBIT "B"**

Orange County Public Schools	Start Time	End Time	Before Care	After Care	Current # of Portables on Site
1. Aloma Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	3
2. Evans Community School	8:00am	2:00pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A
3. Engelwood Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	4
4. McCoy Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	3
5. Maxey Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	3
6. Dover Shores (at Old Engelwood ES)	7:30am	5:00pm	<input type="checkbox"/>	<input type="checkbox"/>	4
7. Ventura Elementary School	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A
8. Washington Shores Early Learning Center	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A
9. Washington Shores Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A
10. Three Points ES	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	3