



Interoffice Memorandum

April 30, 2018

AGENDA ITEM

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

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

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

SUBJECT: **Consent Agenda Item – May 22, 2018**
Second 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

The Head Start Division requests Board approval of the Second Amendment to Facility and Land Use Agreement between the School Board and Orange County. The amendment will revise the payment section for rent, due to a \$20 error made on the First Amendment to Facility and Land Use Agreement, which was approved by the Board on October 11, 2017.

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 total compensation for the Facility and Land Use Agreement shall not exceed \$188,666.09 per year. 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. 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.

ACTION REQUESTED: Approval and execution of Second 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. There is no cost to the County. The lease will terminate on July 31, 2018. (Head Start Division)

SH/kp:jam

Attachment

c: Randy Singh, Assistant County Administrator
Cristina Berrios, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department
Jamilie Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management and Budget

BCC Mtg. Date: May 22, 2018

**SECOND 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 SECOND AMENDMENT TO FACILITY AND LAND USE AGREEMENT ("Second 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, as amended by that certain First Amendment to Facility and Land Use Agreement dated October 3, 2017 (collectively, the "Agreement"); and

WHEREAS, SCHOOL BOARD and COUNTY desire to amend the Agreement to alter, amend and revise the amount of payments in accordance with the terms and conditions of this Second 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 Second Amendment.

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

- 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 FORTY-THREE AND 04/100 DOLLARS (\$94,343.04) 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-EIGHT THOUSAND SIX HUNDRED SIXTY-SIX AND 09/100 DOLLARS (\$188,666.09) per year.

3. **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 Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall control.

4. **Counterparts and Electronic Signatures.** This Second 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: Emily L. Connor

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

Print Name: Stephen M. Adams

Date: 6.12.18

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of June, 2018, 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.



Margarita Rivera
Notary Public
Printed Name: Margarita Rivera
Commission No.: J
My Commission Expires: _____

WITNESSES:

Marcia Pagan
Print Name: Marcia Pagan

Deborah McGill
Print Name: Deborah McGill

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: June 19, 2018

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 19th day of June 2018, 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 11 day of June, 2018, for its exclusive use and reliance.

By: [Signature]
Laura L. Kelly, Esquire

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 11th day of June, 2018.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By:

Teresa Jacobs
Teresa Jacobs

Tu Orange County Mayor

Date: 5.22.18

ATTEST:

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

By:

Craig A. Stosyra
for Deputy Clerk

Date:

MAY 22 2018