#### Interoffice Memorandum

January 30, 2019

### AGENDA ITEM

TO:

Mayor Jerry L. Demings

-AND-

**Board of County Commissioners** 

THRU:

Lonnie C. Bell, Jr., Director

Community and 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: Consent Agenda Item – February 26, 2019

Third Amendment to Facility and Land Use Agreement between The School Board of Orange County, Florida and Orange County,

Florida regarding Head Start Program 2018-2019

The Head Start Division requests Board approval of the Third Amendment to Facility and Land Use Agreement between the School Board and Orange County. The amendment will revise the payment sections made on the Second Amendment to Facility and Land Use Agreement, which was approved by the Board on May 22, 2018.

Head Start provides comprehensive early childhood development for preschool children and support to their families at the following schools: Aloma, Dillard, Dover Shores, Englewood, Evans, McCoy, Three Points, Ventura, Washington Shores, and Washington Shores Primary Learning Center.

The total compensation for the Facility and Land Use Agreement shall not exceed \$211,184.30 per year. The lease costs include \$108,228 for rent per year; \$33,289.65 for utilities per year; \$51,499.65 for janitorial and maintenance services per year; \$18,150 for administrative support per year; and \$17 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.

Consent Agenda Item – February 26, 2019 Third Amendment to Facility and Land Use Agreement Page 2

ACTION REQUESTED: Approval and execution of Third Amendment to Facility

and Land Use Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2018-2019. There is no cost to the County. The lease will terminate on July 31,

2019. (Head Start Division)

Attachment

SH/kp:jam

c: Randy Singh, Deputy 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
Jamille Clemens, Grants Supervisor, Finance Division
Nanette Melo, Management & Budget Administrator, Office of Management & Budget

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: February 26, 2019

# THIRD AMENDMENT TO FACILITY AND LAND USE AGREEMENT

Between
The School Board of Orange County, Florida
and
Orange County, Florida
regarding

Head Start Program 2018 - 2019

THIS THIRD AMENDMENT TO FACILITY AND LAND USE AGREEMENT ("Third 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 COUINTY, 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, as amended by that certain First Amendment to Facility and Land Use Agreement dated October 3, 2017 and that certain Second Amendment to Facility and Land Use Agreement dated June 19, 2018, 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 Third 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 Third 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 five (5) Schools:
- 1. Aloma Elementary School: three (3) Portable Classrooms;
- 2. Dillard Street Elementary School: three (3) Portable Classrooms;
- 3. Englewood Elementary School: four (4) Portable Classrooms;
- 4. McCoy Elementary School: three (3) Portable Classrooms;
- 5. Three Points Elementary School: four (4) Portable Classrooms;

In addition, the following five (5) Schools shall have permanent classrooms ("Permanent Classrooms") for COUNTY use to operate the Head Start Program:

- 1. Evans High School: one (1) classroom and two (2) storage rooms;
- 2. Ventura Elementary School: one (1) classrooms and one (1) classroom/shared office:
- 3. Washington Shores Primary Learning Center: five (5) classrooms and two (2) offices:
- 4. Washington Shores Elementary School: two (2) classrooms and one (1) office; and
- 5. Dover Shores Elementary School: three (3) classrooms.

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 7:00 A.M. to 6:00 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. **Premises.** Section 1.n. is hereby added to the Agreement as follows:

n. The COUNTY understands and acknowledges that the primary mission of the SCHOOL BOARD is to provide a free public education to the students within each attendance zone for any School, and the use of Permanent Classrooms within each of the Schools by the COUNTY is expressly conditioned upon the available space within each of the Schools. In the event the SCHOOL BOARD determines there is not adequate available space or capacity within any of the Schools to serve the current or projected student population within the designate zone for any

affected School, SCHOOL BOARD specifically reserves the right to require COUNTY relocate to a Portable Classroom, and pay any installation costs required thereby, or otherwise terminate the Head Start Program at the affected School. SCHOOL BOARD may exercise this right by providing written notice to COUNTY in accordance with Section 10 of the Agreement. SCHOOL BOARD agrees to cooperate with COUNTY to find other suitable accommodations for any potential relocation to other land owned by the SCHOOL BOARD, if possible, provided; however, SCHOOL BOARD shall not be required to expend any funds for said relocation or otherwise be required to displace any students from a permanent classroom space to a portable classroom space to serve the needs of the COUNTY.

- 4. **Term.** SCHOOL BOARD and COUNTY previously agreed to exercise the second one (1) year renewal period effective from August 1, 2018 to July 31, 2019.
- 5. **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 seventeen (17) Portable Classrooms, located at the designated Schools throughout Orange County, with a total cost not to exceed SEVENTEEN AND NO/100 DOLLARS (\$17.00) per year.
- 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 approximately \$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 TWO HUNDRED EIGHTY-NINE AND 65/100 DOLLARS (\$33,289.65) 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 approximately \$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 FOUR HUNDRED NINETY-NINE AND 65/100 DOLLARS (\$51,499.65) 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 thirteen (13) 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 THREE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$361.00) per month for each of the three (3) Portable Classrooms.
  - 2. Dillard Street Elementary School: COUNTY shall pay SEVEN HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$729.00) per month for each of the three (3) 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 ONE HUNDRED EIGHT THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/DOLLARS (\$108,228.00) per year. The four (4) portables at Three Points Elementary School are currently owned by SCHOOL BOARD and as such, not subject to reimbursement from the COUNTY.

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 ONE HUNDRED FIVE THOUSAND FIVE HUNDRED NINETY-TWO AND 15/00 DOLLARS (\$105,592.15) will be made on or before April 1, 2019 and the remaining payment of ONE HUNDRED FIVE THOUSAND FIVE HUNDRED NINETY-TWO AND 15/00 DOLLARS (\$105,592.15) will be made on or before June 1, 2019. The total compensation paid by the COUNTY to the SCHOOL BOARD shall not exceed TWO HUNDRED ELEVEN THOUSAND ONE HUNDRED EIGHTY-FOUR AND 30/100 DOLLARS (\$211,184.30) per year.

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

f. In the event the COUNTY notifies SCHOOL BOARD in writing requesting SCHOOL BOARD install a portable classroom at any of the existing Schools or any land owned by

the SCHOOL BOARD, COUNTY shall be solely responsible for the preparation and installation costs associated with installing a portable on land owned by the SCHOOL BOARD, including, without limitation, costs associated with the preparation of the proposed site, extension of any utility infrastructure, fencing, fire access roads or any other costs or expensed reasonably incurred by SCHOOL BOARD to install a portable (collectively, "Installation Costs"). COUNTY understands and acknowledges that any requests for additional portables shall be made no later than March 1 for the portable to be ordered, manufactured and installed prior to the commencement of the following school year. The COUNTY shall pay to SCHOOL BOARD the Installation Costs no later than April 1 of the same year for portables installed for the following school year. In the event the actual Installation Costs are less than the estimated Installation Costs, SCHOOL BOARD shall refund the COUNTY the difference.

- 6. <u>Effect</u>; <u>Conflicts</u>. 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.
- 7. 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:  Print Name: Inancy Conour Print Name: Marin Gutterly	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:  Teresa Jacobs, as Chair  Date: 3-5-19
STATE OF FLORIDA ) COUNTY OF ORANGE )  The foregoing instrument was ack	knowledged before me this May of
Florida, a public corporate body organized and ex State of Florida, on behalf of The School Board,	s Chair of The School Board of Orange County, xisting under the Constitution and the laws of the who is personally known to me or had produced as identification and has acknowledged that
	Notary Public Printed Name: Deborah M-MC5, // Commission No.: My Commission Expires: Notary Public State of Florida  Deborah M. M. Commission Florida

Print Name: Name: Namey L. Ocnover	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:  Barbara M. Jenkins Ed.D., as Superintendent  Date:
STATE OF FLORIDA ) COUNTY OF ORANGE )	
of Orange County, Florida, a public corporate and the laws of the State of Florida, on behalf	hkins, Ed.D., as Superintendent of The School Board body organized and existing underthe Constitution of The School Board. She is personally known to of identification and has
	Notary Public Printed Name: Dorod M. McGill Commission No.: My Commission Expires Notary Public State of Florida Deborah M McGill My Commission GG 288410 Expires 12/23/2022
Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this day of, 2019, for its exclusive use and reliance.	Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 27 day of
By: Laura L. Kelly, Esquire	By:



## ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Dywww. Byth Demings
Orange County Mayor

Date: 26 Heb 19

ATTEST:

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

By: Atu mut

Deputy Clerk

Date: FEB **2 6** 2019

# EXHIBIT "A"

Location of Portable and Permanent Classrooms and Square Footage of Each

# EXHIBIT "B"

Orange Schools	County Public	Start Time	End Time	Before Care	After Care	Current # of Portables on Site
1.	Aloma Elementary	7:00 a.m.	6:00 p.m.			3
2.	Evans High School	7:00 a.m.	6:00 p.m.			N/A
3.	Engelwood Elementary	7:00 a.m.	6:00 p.m.			4
4.	McCoy Elementary	7:00 a.m.	6:00 p.m.			3
5.	Dover Shores	7:00 a.m.	6:00 p.m.			N/A
6.	Ventura Elementary School	7:00 a.m.	6:00 p.m.			N/A
7.	Washington Shores Early Learning Center	7:00 a.m.	6:00 p.m.			N/A
8.	Washington Shores Elementary	7:00 a.m.	6:00 p.m.			N/A
9.	Three Points ES	7:00 a.m.	6:00 p.m.			4
10.	Dillard Street ES	7:00 a.m.	6:00 p.m.			3

#### OCPS\_MATRIX UPDATED\_Head Start SCHOOL SITES\_1\_18\_.18

School / 9tte	Bullding Type	Bldg. / Rm. s	Bidg. / Rit. Stre (Sq. Ft.)	Sunding; Owner!	Pojestile Serial	Portulia, DCB insignia	Portelle, Owner	LEASE (\$)	Continuents	THIRE A.	trentiens	MARKET MARKET	ALTEN SUBSTRACE	Sem 4.45. EPROTEN	TOTAL
Aloma ES	Portable	HS-1	864	Leased- Headstart	13661 AB	IVE 004361	Mobile Modular	\$ 361.00	Classroom	1,00	936.00	1,448.00	550.00	4,332.00	7,267.00
Aloma ES	Portable	HS-2	864	Leased- Headstart	13972 AB	IVE 004653	Mobile Modular	\$ 361.00	Classroom	1.00	936.00	1,448,00	650,00	4,332,00	7,267.0
Aloma ES	Portable	HS-3	864	Leased- Headstart	11254 AB	E 014409	Mobile Modular	\$ 361,00	Classroom	1.00	938,00	1,448,00	550,00	4,332,00	7,267.0
Evans HS	Permanent	03-122	1,948	Owned	N/A-	N/A	N/A	s -	Classroom	N/A	2,108,18	3,261.36	550,00	0.00	5,919,5
Evans HS	Permanent	03-122A	388	Owned	N/A	N/A	N/A	3 -	Storage room	N/A	420.33	650,26	0.00 .	0,00	1,070.6
Evans HS	Permanent	03-122B	701	Owned	N/A	N/A	N/A	s -	Storage room	N/A	759,41	1,174.63	00,0	0.00	1,934.2
McCoy ES	Portable	P-1	864	Leased	11712 AB	1066903	Mobile Modular	s 799.00	Classroom	1.00	936.00	1,448.00	550,00	9,588.00	12,523.0
	Portable	P-2	864	Leased	12844 AB	1066898	Mobile Modular	s 799.00	Classroom	1.00	936.00	1,448.00	550,00	9,588.00	12,523.
McCoy ES	Portable	P-3	864	Leased	1469 AB	IVE 008681	Mobile Modular	s 799,00	Office	1.00	936.00	1,448.00	550,00	9,588.00	12,523.
McCoy ES			864	Leased	13663AB	1081692	Mobile Modular	\$ 838.00	Office	1,00	936,00	1,448.00	550.00	10,058.00	12,991.
(New) Engelwood ES	Portable	P2			11688AB		Mobile Modular	s 838,00		1.00	938,00	1,448.00	560 00	10,058,00	12,991.
(New) Engelwood ES	Portable	P3	864	Leased		1061688			Classroom	1.00	936.00	1,448.00	550,00	10,058.00	12,991
(New) Engelwood ES	Portable	P4	864	Leased	12808AB	1061687	Mobile Modular	\$ 838,00	Classroom	1.00	998.00	1,448,00	550.00	10,056,00	12,991.
(New) Engelwood ES	Portable	P5	900	Leased	12826AB N/A	1061694 N/A	Mobile Modular N/A	\$ 838,00 \$ -	Classroom	N/A	975.00				-
Dover Shores ES	Permanent	m2-101	900	Owned	-			•	Cissation			1,508,34	660,00	0,00	3,033.
Dover Shores ES	Permanent	rm2-102	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	975,00	1,508.34	550,00	0.00	3,033.
Dover Shores ES	Permanent	rm2-103	901	Owned	N/A	N/A	N/A	s -	Classroom	N/A	976,08	1,510.01	550,00	0,00	3,038.
Three Points ES	Portable	P-00A	864	Owned	EOCO702421	IVE 003481	OCPS	s -	Classroom	1,00	936.00	1,448.00	560,00	0,00	2,935.
Three Points ES	Portable	P-00C	864	Owned	FOCO702422	IVE 003484	OCPS	s -	Classroom	1.00	938.00	1,448.00	550,00	0.00	2,935.0
Three Points ES	Portable	P-00D	864	Owned	FOCO702417	IVE 003483	OCPS	5 -	Office	1.00	936.00	1,448.00	560.00	0.00	2,936.
Three Points ES	Portable	P-00B	864	Owned	EOCO702418	IVE 003480	OCPS	s -	Classroom	1,00	936,00	1,448.00	660,00	- 0.00	2,935.
Ventura ES	Permanent	Rm104	773	Owned	NA	NA	NA	s -	Classroom	N/A	837.41	1,295.49	550.00	0.00	2,682
Ventura ES	Permanent	Rm105	782	Owned	NA	NA	NA	s -	Classroom/Shared office	N/A	847.16	1,310.58	550.00	0.00 ·	2,707.
Washington Shores PLC	Permanent	04-19, 04-20	1670	Owned	N/A	N/A	N/A	s -	Office space	N/A	1,809.16	2,798.80	550,00	0,00 ي	5,157.
Washington Shores PLC	Permanent	08-25 (inclusive of 8- 25A, 8-25B, 8-25C, 8-	1186	Owned	N/A	N/A	N/A	s -	Office space	N/A	1,284.83	1,987.85	550,00	0.00 °	3,822.
Washington Shores PLC	Permanent	08-33 (inclusive of 8- 33A, 8-33B, 8-33C, 8-	1186	Owned	N/A	N/A	N/A	s -	Classroom	N/A	1,284.83	1,987.85	550,00	0.00	3,822.4
Washington Shores PLC	Permanent	08-34 (inclusive of 8- 34A, 8-34B, 8-34D, 8-	1054	Owned	N/A	N/A	N/A	5 -	Classroom	N/A	1,141.83	1,786.43	550.00	0.00	3,458.
Weshington Shores PLC	Permanent	08-35 (Inclusive of 08- 36A)	929	Owned	N/A	N/A	N/A	s -	Classroom	N/A	1,006,41	1,656.94	550.00	0.00	3,113,3
Washington Shores PLC	Permanent	08-38 (inclusive of 08-	929	Owned	N/A	N/A	N/A	s .	Classroom	- N/A	1,006.41	1,558.94	55b,00	0.00	3,113,
Washington Shores PLC	Permanent	36A) 06-500	60	Owned	N/A	N/A	N/A	s -	Desk Area only	N/A	65,00	100,58	550,00	0,00	715.5
Washington Shores ES	Permanant	06-600 01-114/114A	800	0	N/A	N/A	N/A	s -	Classroom	N/A	888.88	1,340,74	550,00	0.00	2.767
Washington Shores ES	Permanent			Owned						N/A	886,68	1,340.74	550.00	0.00	2,757
Washington Shores ES	Permanent	01-113/113A	800	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	147,33	227.93	550.00	0.00	925.2
THE STATE OF THE PARTY OF THE P		01-102K	136	Owned	N/A	N/A	N/A	\$ -	Office	1.00	936.00	-	550,00		-
Dillard Street ES	Portable	P6	864	Leased	12548AB	IVE003584	Mobile Modular	\$ 729,00	Office			1,448.00		8,748.00	11,683
Dillard Street ES	Portable	P7	864	Leased	0289AB	34632	Mobile Modular	\$ 729.00	Classroom	1.00	938.00	1,448.00	650,00	6,748.00	11,683
Dillard Street ES	Portable	P8	864	Leased	0287AB	34630	Mobile Modular	s 729,00	Classroom	1,00	938.00	1,448.00	550,00	8,746,00	11,683

#### OCPS\_MATRIX UPDATED\_Head Start SCHOOL SITES\_ 1\_18\_19

School / Site	Building Type	Bidg. / Ros. #	Btdg. / Rm. Stre (Sq. Ft.)	Portable Serial	Portable, DCA Insignite	Cease (4)	Companie	EAND STACE	dinters.	MAINTENANCE	ADMIN ADMIN BURNORT	Sem C. IL. MINETAL	TOTAL
								17.00	33,289.65	51,499.65	18,150.00	108,228.D0	211,184.30