

Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: September 13, 2016



AGENDA ITEM

August 16, 2016

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
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: Facility and Land Use Agreement between The
School Board of Orange County, Florida and Orange County, Florida
regarding Head Start Program 2016-17
BCC Meeting 9/13/16 Consent Agenda/All Districts

The Head Start Division requests Board approval of the 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, Engelwood, Grand Avenue, Maxey, Tangelo Park and Ventura. In addition, the program will lease space for permanent classrooms at Dover Shores Elementary, Evans High School, Orlando Tech, and Washington Shores Early Learning Center.

The lease costs include \$31,222.65 for utilities per year; \$48,301.98 for janitorial and maintenance services per year; \$19,250 for administrative support per year; \$74,652 for rental payments and \$16 for land space per year. The total compensation for the Facility and Land Use Agreement shall not exceed \$173,442.63 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 Facility and Land Use Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2016-2017.

SH/kp
Attachments

C: George A. Ralls, M.D., Deputy 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

FACILITY AND LAND USE AGREEMENT
Between
The School Board of Orange County, Florida
and
Orange County, Florida
regarding

Head Start Program
2016 - 2017

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, 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. Englewood Elementary School: four (4) Portable Classrooms;
3. Grand Avenue Primary Learning Center: two (2) Portable Classrooms;
4. Maxey Elementary School: three (3) Portable Classrooms;
5. Tangelo Park Elementary School: three (3) Portable Classrooms; and
6. Ventura Elementary School: one (1) Portable Classroom.

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

1. Orlando Tech Center: one (1) classroom;
2. Evans High School: one (1) classroom;
3. Washington Shores Early Learning Center: seven (7) classrooms; and
4. Dover 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.

- b. The COUNTY, its employees, visitors, invitees, and agents shall have the right to use, in common with others entitled thereto, parking areas, service roads, service areas, loading facilities, sidewalks, 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.
- c. 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.
- d. 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.

- e. The SCHOOL BOARD shall provide both security and fire alarm monitoring of the Premises.
- f. The SCHOOL BOARD shall provide both janitorial and maintenance services, which will include custodial, playground maintenance, water, lawn care, pest control, 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.
- g. The SCHOOL BOARD shall provide administrative support, which shall include clerical support and principal oversight, where applicable.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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. 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.
- d. 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. 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. Such playground equipment shall become the property of the SCHOOL BOARD upon installation. 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.
- e. 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. Such additional mulch shall become the property of the SCHOOL BOARD upon addition to the playground.

3. TERM.

- a. The term of this Agreement shall be for one (1) year commencing on August 1, 2016 and terminating on July 31, 2017, 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.

4. 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 sixteen (16) 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-ONE THOUSAND TWO HUNDRED TWENTY-TWO AND SIXTY-FIVE CENTS (\$31,222.65) 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 \$1.68 per square foot for each Portable Classroom and Permanent Classroom, for monthly Maintenance Services, with the total costs not to exceed FORTY-EIGHT THOUSAND THREE HUNDRED ONE AND NINETY-EIGHT CENTS (\$48,301.98) 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 NINETEEN THOUSAND TWO HUNDRED FIFTY AND NO/DOLLARS (\$19,250.00) per year.

- d. The COUNTY shall reimburse the SCHOOL BOARD for rental payments on eleven (11) Portable Classrooms which shall be located as follows: three (3) at Aloma Elementary School; two (2) at Englewood Elementary School; two (2) at Grand Avenue Primary Learning Center; three (3) at Tangelo Park Elementary School and one (1) at Ventura Elementary School. The monthly reimbursement amounts shall be as follows: THREE HUNDRED SIXTY-ONE AND NO/DOLLARS (\$361.00) per month per Portable Classroom located at Aloma Elementary School; FOUR HUNDRED NINETY-FOUR AND NO/DOLLARS per month for the first Portable Classroom and THREE HUNDRED EIGHTY AND NO/DOLLARS (\$380.00) per month for the second Portable Classroom located at

Englewood Elementary School; THREE HUNDRED THIRTY NINE AND NO/DOLLARS (\$339.00) per month for the first Portable Classroom and SEVEN HUNDRED TWENTY-NINE AND NO/DOLLARS (\$729.00) per month for the second Portable Classroom located at Grand Avenue Primary Learning Center; and SEVEN HUNDRED NINETY-NINE AND NO/DOLLARS (\$799.00) per month per Portable Classroom located at Tangelo Park Elementary School and Ventura Elementary School. The total combined rent reimbursement cost shall not exceed SEVENTY FOUR THOUSAND SIX HUNDRED FIFTY-TWO AND NO/DOLLARS (\$74,652.00) 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 EIGHTY SIX THOUSAND SEVEN HUNDRED TWENTY-ONE AND THIRTY-ONE CENTS (\$86,721.31) will be made on or before December 1, 2016 and the remaining payment of EIGHTY SIX THOUSAND SEVEN HUNDRED TWENTY-ONE AND THIRTY-TWO CENTS (\$86,721.32) will be made on or before June 1, 2017. The total compensation paid by the COUNTY to the SCHOOL BOARD shall not exceed ONE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED FORTY-TWO AND SIXTY THREE CENTS (\$173,442.63) per year.

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

The Parties hereby acknowledge that the Parties entered into a certain Facility and Land Use Agreement for the 2015-2016 school year (the "2015/2016 Agreement"). This Agreement is intended to supersede and replace the 2015/2016 Agreement.

The Parties hereby acknowledge that all payments have been received that were due and payable pursuant to the 2015/2016 Agreement and that no other fees or costs are due that have not been included herein.

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. 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.
- c. 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.
- d. 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:
 - i. 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.
 - ii. 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.
 - iii. 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 Elementary Curriculum and Instruction, 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 relet the Premises and receives 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, 9th Floor
Orlando, FL 32801
Attention: Superintendent of Schools

And

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

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.

The COUNTY agrees that COUNTY staff, employees, guests, invitees, etc. 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.

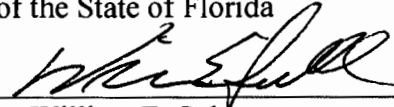
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[Signatures on Following Pages]

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

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA,**

a corporate body organized and
existing under the Constitution and
laws of the State of Florida

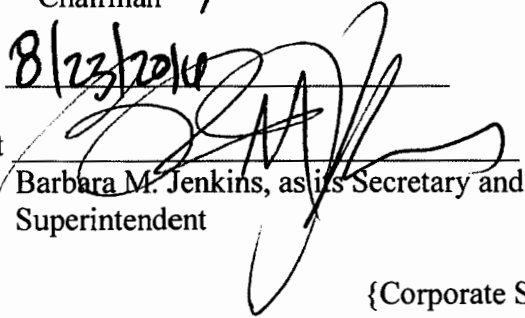
By: 

Name: William E. Sublette

Title: Chairman

Date: 8/23/2016

Attest



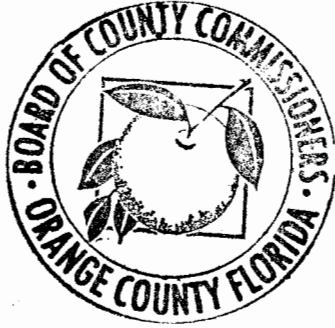
Barbara M. Jenkins, as its Secretary and
Superintendent

{Corporate Seal}

Approved as to form and legality by the
Office of the General Counsel for The
School Board of Orange County, Florida
this 23rd day of AUGUST, 2016



Eileen D. Fernandez
Associate General Counsel



O R A N G E C O U N T Y, F L O R I D A
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 9.13.16

ATTEST: Martha O. Haynie, Orange County
Comptroller
As Clerk of the Board of County
Commissioners

By: *Martha O. Haynie*
Deputy Clerk

Date: SEP 13 2016

EXHIBIT "A"

Location of Portable and Permanent Classrooms and Square Footage of Each

Head Start Agrmt 2016-2017 - EXHIBIT A

School / Site	Building Type	Bldg. / Rm. #	Bldg. / Rm. Size (Sq. Ft.)	Building Owned/ Leased	Portable Serial #	Portable DCA Insignia	Portable Owner	OCPS Monthly Lease (\$)	Comments	Item 4.1 LAND SPACE	Item 4.2 UTILITIES	Item 4.3 MAINTENANCE	Item 4.4 ADMIN SUPPLIES	Item 4.5 RENTALS	TOTAL
Aloma ES	Portable	HS-1	864	Leased	13661 AB	IVE 004361	Mobile Modular	361.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	4,332.00	7,267.00
Aloma ES	Portable	HS-2	864	Leased	13972 AB	IVE 004653	Mobile Modular	361.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	4,332.00	7,267.00
Aloma ES	Portable	HS-3	864	Leased	11254 AB	E 014409	Mobile Modular	361.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	4,332.00	7,267.00
Dover Shores ES	Permanent	300-001	1,000	Owned	N/A	N/A	N/A	0.00	Classroom	N/A	1,083.33	1,675.93	550.00	0.00	3,309.26
Dover Shores ES	Permanent	300-002	1,000	Owned	N/A	N/A	N/A	0.00	Classroom	N/A	1,083.33	1,675.93	550.00	0.00	3,309.26
Dover Shores ES	Permanent	300-004	1,000	Owned	N/A	N/A	N/A	0.00	Classroom/Office	N/A	1,083.33	1,675.93	550.00	0.00	3,309.26
Engelwood ES	Portable	P-001	1,056	Owned	RL 153-99	E 006489	OCPS	0.00		1.00	1,144.00	1,769.78	550.00	0.00	3,464.78
Engelwood ES	Portable	P-117	864	Leased	CC-7805-06	1004180	Williams Scotsman	494.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	5,928.00	8,863.00
Engelwood ES	Portable	P-003	864	Leased	810763-64		GE	380.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	4,560.00	7,495.00
Engelwood ES	Portable	P-002	1,056	Owned	RL 154-99	E 006788	OCPS	0.00		1.00	1,144.00	1,769.78	550.00	0.00	3,464.78
Evans HS	Permanent	03-122	1,946	Owned	N/A	N/A	N/A	0.00		N/A	2,108.16	3,261.36	550.00	0.00	5,919.52
Evans HS	Permanent	03-122A	388	Owned	N/A	N/A	N/A	0.00		N/A	420.33	650.26	550.00	0.00	1,620.59
Evans HS	Permanent	03-122B	701	Owned	N/A	N/A	N/A	0.00		N/A	759.41	1,174.83	550.00	0.00	2,484.24
Grand Ave PLC	Portable	P-12	864	Leased	CMB-12616-17		Williams Scotsman	339.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	4,068.00	7,003.00
Grand Ave PLC	Portable	P-14	864	Leased	0797 AB	IVE 005964	Mobile Modular	729.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	8,748.00	11,683.00
Maxey ES	Portable	P-14	864	Owned	964	MB 029360	OCPS	0.00		1.00	936.00	1,448.00	550.00	0.00	2,935.00
Maxey ES	Portable	P-13	864	Owned	965	MB 029361	OCPS	0.00		1.00	936.00	1,448.00	550.00	0.00	2,935.00
Maxey ES	Portable	P-12	864	Owned	963	MB 029359	OCPS	0.00		1.00	936.00	1,448.00	550.00	0.00	2,935.00
Orlando Tech	Permanent	262	1,188	Owned	N/A	N/A	N/A	0.00		N/A	1,287.00	1,991.00	550.00	0.00	3,828.00
Orlando Tech	Permanent	256	52	Owned	N/A	N/A	N/A	0.00		N/A	56.33	87.15	550.00	0.00	693.48
Orlando Tech	Permanent	257	63	Owned	N/A	N/A	N/A	0.00		N/A	68.25	105.58	550.00	0.00	723.83
Orlando Tech	Permanent	258	135	Owned	N/A	N/A	N/A	0.00		N/A	148.25	226.25	550.00	0.00	922.50
Orlando Tech	Permanent	259	38	Owned	N/A	N/A	N/A	0.00		N/A	41.17	63.69	550.00	0.00	654.85
Orlando Tech	Permanent	261	88	Owned	N/A	N/A	N/A	0.00		N/A	95.33	147.48	550.00	0.00	792.81
Tangelo Park ES	Portable	P-01	864	Leased	13668 AB	1093980	Mobile Modular	799.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	9,588.00	12,523.00
Tangelo Park ES	Portable	P-02	864	Leased	13982 AB	1093965	Mobile Modular	799.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	9,588.00	12,523.00
Tangelo Park ES	Portable	P-03	864	Leased	14248 AB	1093969	Mobile Modular	799.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	9,588.00	12,523.00
Ventura ES	Portable	P-312	864	Leased	11355 AB	1067715	Mobile Modular	799.00	OCPS to be reimbursed for Lease Costs by Headstart	1.00	936.00	1,448.00	550.00	9,588.00	12,523.00
Washington Shores ELC	Permanent	04-19, 04-20	1670	Owned	N/A	N/A	N/A	0.00	Office space	N/A	1,809.16	2,798.80	550.00	0.00	5,157.96
Washington Shores ELC	Permanent	08-25 (inclusive of 8-25A, 8-25B, 8-25C, 8-25D, 8-25E)	1186	Owned	N/A	N/A	N/A	0.00	Office space	N/A	1,284.83	1,987.65	550.00	0.00	3,822.48
Washington Shores ELC	Permanent	08-33 (inclusive of 8-33A, 8-33B, 8-33C, 8-33D, 8-33E)	1186	Owned	N/A	N/A	N/A	0.00	Classroom	N/A	1,284.83	1,987.65	550.00	0.00	3,822.48
Washington Shores ELC	Permanent	08-34 (inclusive of 8-34A, 8-34B, 8-34D, 8-34E)	1054	Owned	N/A	N/A	N/A	0.00	Classroom	N/A	1,141.83	1,766.43	550.00	0.00	3,458.26
Washington Shores ELC	Permanent	08-35 (inclusive of 08-35A)	929	Owned	N/A	N/A	N/A	0.00	Classroom	N/A	1,006.41	1,556.94	550.00	0.00	3,113.35
Washington Shores ELC	Permanent	08-36 (inclusive of 08-36A)	929	Owned	N/A	N/A	N/A	0.00	Classroom	N/A	1,006.41	1,556.94	550.00	0.00	3,113.35
Washington Shores ELC	Permanent	06-500	60	Owned	N/A	N/A	N/A	0.00	Desk Area only	N/A	65.00	100.56	550.00	0.00	715.56
			28,821					6,221.00		16.00	31,222.65	48,301.98	19,250.00	74,652.00	173,442.63

EXHIBIT "B"

Orange County Public Schools	Start Time	End Time	Before Care <input type="checkbox"/>	After Care <input type="checkbox"/>	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			N/A
3. Engelwood Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	4
4. Grand Avenue Primary Learning Center	8:00am	2:00pm			2
5. Maxey Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	3
6. Orlando Tech	7:30am	4:00pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A
7. Dover Shores	7:30am	5:00pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A
8. Tangelo Park Elementary	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	3
9. Ventura Elementary School	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	1
10. Washington Shores Early Learning Center	7:30am	5:30pm	<input type="checkbox"/>	<input type="checkbox"/>	N/A

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 partnership and among partners must be the child, the school faculty and staff, the parent(s) or guardian(s), the community and district office employees. Partnership is an active state that includes sharing responsibilities, meaningful communication and welcomed participation.

When people who are working together agree, the partnership runs smoothly. But no two people will 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 also is not simply being politically correct and is not to be used to stifle criticism or comment. It is being truthful and kind and is each of us taking 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. Treat each other with courtesy and respect at all times

This means that:

- 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 that:

- 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 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 that:

- 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 that:

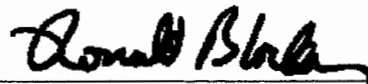
- We obey school rules for access and visitation
- We respect the legitimate obligations and time constraints we each face
- We notify each other when we have information that might help reach our common goal. This includes information about
 - safety issues
 - academic progress, changes that might impact 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 may be directed to leave the premises by an administrator or security 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 may be directed to leave the premises by an administrator or security officer. If such person does not immediately and willingly leave, law enforcement shall be called.
- If a telephone call recorded by an answering machine, email, voice mail 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 or school district security.
- 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 promptly to 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.



Superintendent

February 20, 2009

Date