

**NINTH DISTRICT OPPORTUNITY, INC.
GAINESVILLE, GEORGIA**

This agreement, entered into this 20th day of October, 2015, by and between Lumpkin County, Georgia hereinafter referred to as "County", and Ninth District Opportunity, Inc. (Grantee and operator of the Lumpkin County Head Start Program), hereinafter referred to as "NDO", shall be considered a contract for use of a building located on Mechanicsville Road in Lumpkin County, Georgia from November 1, 2015 through June 30, 2016.

The parties agree as follows:

1. NDO will occupy the above described building for operating, at its expense, the Lumpkin County Head Start Program for approximately ninety one children under a grant received from the Department of Health and Human Services, Administration for Children and Families. Operations are inclusive of furnishings and supplies needed to implement program activities.
 2. The use of space provided to NDO by the county (rent-free) shall be considered an in-kind contribution, as the former is a private non-profit corporation and is required by law to match twenty percent (20%) of its federal funding With in-kind or cash contributions. This in-kind contribution shall be valued at \$135,534 (12,908 square feet at \$10.50 per sq. ft.) annually.
 3. NDO will have access to the above described building for as long as it operates the Lumpkin County Head Start Program. It is understood that operation of the Head Start Program is contingent upon federal funding. Should funding not be available, NDO will provide the county a thirty-day (30) written notice.
- In the event that the Head Start Program is not funded by the Federal Government, the county and NDO will cooperate to assure that the above described building is used for a similar Child Development Program or other use which will be of equal benefit to low and moderate income persons.
4. NDO shall be responsible for the cost of all repairs necessitated by the use of said property, exclusive of roof, structure and exterior building repairs.
 5. NDO will not make or permit to be made any alterations or deletions to the premises, nor sublet the whole or any part of the premises without the county's written consent.
 6. NDO will indemnify and save harmless County from any and every claim or demand of every kind or character which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects or consequences thereof, or damage to property or person, which may arise due to the actions of the Agency, its agents, servants or employees, on or off the premises occupied by NDO.
 7. The county will maintain property insurance on the building to be reimbursed in full by NDO for any cost over and above the normal insurance of the building.

During the terms of occupation of the above described building, NDO will maintain general public disability insurance on said property with limits of at least five-hundred thousand dollars (500,000.00) for bodily injury and one-hundred thousand (\$100,000.00) for property damage. Such policies shall name the county as an additional insured, and this contract is contingent on the delivery of a copy of the insurance policy showing County as a named insured.

8. NDO will pay all utility costs connected with building usage (gas, electricity, water, sewerage and telephone),
9. NDO will be responsible for all janitorial services.
10. This contract reflects the entire understanding as between the parties.

Wherefore, Lumpkin County, Georgia, and Ninth District Opportunity, Inc., have duly executed this agreement as of the date first above written.

Lumpkin County, Georgia

Ninth District Opportunity, Inc.

By: _____
Chris Dockery, Chair
Lumpkin County Board of Commissioners

By: _____
Janice A. Riley, Executive Director

Attest: _____
Kathleen C. Walker
Lumpkin County Clerk

Attest: _____
Kay Laws