



Lumpkin County, Georgia

Finance Department

Date: July 29, 2015

Agenda Item: Ninth District Opportunity Inc. lease

Item Description: Lease renewal for JB Jones Pre-school.

Facts & Historical Information:

This is an annual lease renewal for Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a County facility. The terms of the lease have not changed from the last annual renewal. The County has agreed that should the Head Start Program not be funded by the Federal Government, the County and NDO will cooperate to assure that the building will be used for a similar Child Development Program or other use which will be of equal benefit to low and moderate income persons. NDO is responsible for the cost of all repairs exclusive of roof, structure, and exterior building repairs. The County has had no issues with the lessee during the past year and they are current on any funds due to the County.

Potential Courses Of Action:

1. Renew the lease as presented.
2. Opt to not renew the lease.

Budget Impact: There is no impact to the operating budget for this lease.

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

This agreement, entered into this 17th day of July, 2015, by and between **Lumpkin County, Georgia** hereinafter referred to as "the 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 October 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. The Agency will indemnify and save harmless the Contractor 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 the Agency.

7. The county will maintain property insurance on the building to be reimbursed in full by NDO.

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.

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, Commission Chair

By: Janice A. Riley
Janice A. Riley, Executive Director

Attest: _____

Attest: Kaylaus