

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 6-16-09

Agenda Consent

Item No. H. 15.

Board Meeting Date:	June 16, 2008
Submitted By:	Everett W. Caudle
Item Description:	Lease Agreement between SBAC and Childhood Development Services, Inc.

Purpose and Explanation:

A one-year agreement has been prepared between the Board and Childhood Development Services, Inc. (CDS) for lease of property located at Wiles Elementary. CDS is the current grant holder for the federal Early Head Start program, which is operated at this site. The lease provides terms for rental of the real property only. Portable buildings, which currently occupy the site, are property of the Early Head Start program and the Women, Infants, and Children (WIC) program.

BUDGETARY IMPACT

Funding Source (Description): N/A **Amount: \$21,600**

Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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LEASE AGREEMENT
2009 - 2010

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2009, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, 620 East University Avenue, Gainesville, FL 32601, ("Lessor"), and CHILDHOOD DEVELOPMENT SERVICES, Inc., a Florida corporation, not-for-profit, 1601 NE 25th Avenue, Suite 900, Ocala, FL 34470 ("CDS").

CDS is operating an Early Head Start program in the local community. This Agreement is intended to allow CDS to lease property for operation of the local Early Head Start program

TERMS OF AGREEMENT

1. **PROPERTY:** Lessor hereby leases to the CDS HS the following real property:

The North 270.70 feet of the West 302.30 feet of Wiles Elementary School, at 4601 S.W. 75th Street, Gainesville, FL 32608, as shown on Attachment A"

CDS will operate the Early Head Start Program from seven (7) modular buildings, located on the real property described above, #96-164L, #96-165L, #96-166L, #96-167L, #96-168L, #96-169L, and #97-170L. These modular buildings, and their appurtenant steps and ramps, are the property of the Early Head Start Program, and are not part of this lease.

LESS AND EXCEPT the following:

- a. *The Lessor retains the right of ingress and egress on the driveway located on the south side of the described property, between the school's parking lot and S.W. 75th Street, for its agents, employees and invitees; and*
- b. *The Lessee does not have the right to use the modular building # 96-002P that is located on the described property. This modular building, and its appurtenant steps and ramps, is the property of the Women, Infants and Children ("WIC") Program, and is not part of this lease.*

("The Leased Premises")

2. **TERM OF AGREEMENT:** This Agreement shall begin on July 1, 2009, and end on June 30, 2010.
3. **RENT:** CDS will pay rent to the Lessor in the sum of one thousand eight hundred (\$1,800.) dollars per month, payable in advance.
4. **COSTS AND UTILITIES:**

- 4.1 **Paid by CDS:** CDS shall be responsible for direct payment of the following costs:

Utility services to the eight (8) modular classrooms that are located on the Leased Premises, including electric and refuse removal, but excluding water and wastewater service.

All other costs associated with the seven (7) Early Head Start modular buildings that are located on the Leased Premises, including, but not limited to, maintenance, repair, cleaning, pest control, security and security monitoring services, mowing and grounds maintenance of the Leased Premises. The Lessor shall have no obligation to clean, repair or maintain the seven (7) Early Head Start modular classrooms or any of the appurtenant walkways, steps and ramps.

- 4.2 Paid by Lessor: The Lessor shall be responsible for direct payment of the following costs: Water and wastewater utilities for the Leased Premises.
5. PAYMENTS: All payments for items listed in paragraph 4.1. above shall be paid by CDS directly to the utility or service provider.
6. USE OF LEASED PREMISES: CDS shall use and occupy the Leased Premises only for the purpose of providing Early Head Start services, and directly related activities, and for no other purpose.
7. REPAIR OF CDS DAMAGE: CDS shall, at its own expense, replace or repair any damage caused to the Leased Premises by the negligence of CDS, its agents, employees, and invitees within thirty (30) days of the date upon which the damage occurs. All such repair and/or replacement shall return the Leased Premises to as good a condition and quality as it was in before the damage, exclusive only of ordinary wear and tear.
8. RIGHT OF ENTRY: In the event that emergency repairs to the Leased Premises are required, Lessor may enter the Leased Premises immediately, and without notice to CDS. In all other circumstances, Lessor may enter the Leased Premises for inspection, repair, alteration or improvement of the Leased Premises, but will provide CDS with 24 hours notice of its intention to enter the Leased Premises, and will not interfere with CDS business operations during entry of the Leased Premises.
9. INSURANCE:
- 9.1 During the term of this Agreement, CDS shall procure and maintain
- general liability insurance on the Leased Premises, in amounts of at least \$1,000,000 per occurrence and \$3,000,000 aggregate coverage;
 - automobile liability insurance coverage for any automobiles operated by CDS in its Early Head Start program at the Leased Premises, in amounts of at least \$1,000,000 per occurrence and \$1,000,000 aggregate coverage; and
 - Worker's Compensation Insurance for its employees at the Leased Premises, as required by Florida Statutes.
- 9.2 During the term of this Agreement, Lessor shall procure and maintain general liability insurance on any common areas shared by CDS with the Lessor and/or other tenants, in amounts of at least \$1,000,000 per occurrence and \$1,000,000 aggregate coverage.
- 9.3 No later than July 1, 2009, each party shall provide to the other party a certificate of insurance naming the other party as an additional insured.

10. **ABANDONMENT:** If CDS moves from the Leased Premises prior to termination of this Agreement, Lessor shall have the right to enter the Leased Premises without relieving CDS of its obligations under this Agreement.
11. **DEFAULT:**
 - 11.1 **By CDS:** In the event that CDS defaults in the performance of any obligation under this Agreement, including abandonment of the Leased Premises, Lessor shall provide CDS with written notice of the default. If the default in performance by CDS is not cured within thirty (30) days after receipt of notice of default from Lessor, CDS shall vacate the Leased Premises and return it to Lessor within the same thirty (30) day period. Lessor shall retain the right to compensation for all amounts due and owed by CDS to Lessor under this Agreement if Lessor re-takes possession of the Leased Premises due to non-performance of this Agreement by CDS.
 - 11.2 **By LESSOR:** In the event that Lessor defaults in the performance of any obligation under this Agreement, CDS shall provide Lessor with written notice of the default. In the event that the default is not cured within thirty (30) days, this Agreement shall terminate, and CDS may vacate the Leased Premises and shall have no further obligation for the payment of rent.
12. **NO WAIVER:** In the event that either party fails to enforce any obligation of the other party under this Agreement when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.
13. **NOTICE:** Notice under this Agreement shall be given in writing, by hand or by U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective upon delivery, if by hand, or three (3) days after the date of posting, if by U.S. Mail:

If to Lessor: Everett W. Caudle
Supervisor, Project Development
620 East University Avenue
Gainesville, FL 32601
Tel. (352) 955-7605

If to CDS: Curt Bromund
Executive Director
CDS, Inc.
1601 NE 25th Avenue, Suite 900
Ocala, FL 34470
Tel. (352) 266-8720
14. **EARLY TERMINATION:** In the event that CDS is replaced as grantee for operation of the local Early Head Start program, CDS may terminate this Agreement prior to the end of its stated term upon thirty (30) days written notice to the Lessor.
15. **NO WARRANTY:** Lessor makes no warranty respecting the condition or suitability of the Leased Premises or of the seven (7) Early Head Start modular buildings, including their appurtenant steps and ramps, that are located on the Leased Premises.

