



Homer Central School District
Russ Hearton
Director of Business and Finance
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Date: August 7th 2012
To: Nancy S. Ruscio, Superintendent
From: Russ Hearton, Director of Business and Finance
Subject: CAPCO LEASE AGREEMENT

I am submitting this memorandum to present an item for your consideration as an agenda item for the August 14th Board of Education meeting. I have received the proposed agreement from CAPCO (Cortland County Community Action Program, Inc) proposal for renting (2) two classrooms during the 2012-13 school year at the Homer Elementary School.

I have asked Mr. Updyke and Mr. Falls for any concerns or problems and having heard none, I recommend approval of the agreement, authorizing the Superintendent to execute the lease contract.

A handwritten signature in blue ink, appearing to be "RJ", is located in the lower right quadrant of the page.

**LEASE AND SERVICE AGREEMENT
HOMER SCHOOL DISTRICT
Cortland County Community Action Program, Inc.**

This agreement entered in this June ____, 2012, between Cortland County Community Action Program, Inc., 32 North Main Street, Cortland, New York 13045. (CAPCO) and the Homer School District, West Road, Homer, NY is entered into for the purpose of defining the terms under which Homer will provide to CAPCO Head Start, user space and service in the Homer Elementary School. This agreement is entered into for the purpose of defining the terms and conditions under which Homer School District will lease to CAPCO Head Start the right to use and occupy on a regular basis a portion of the property.

1. CAPCO Head Start shall have the use of two classrooms at the Homer Elementary School, South Main Street, Homer, New York 13077.
2. The designated space will be available for use by the CAPCO Head Start Program from August 20, 2012 - June 30, 2013. See #12. Hours of operation are 7:30 a .m. to 4:00 p.m., Monday through Friday.
3. Should the CAPCO Head Start Program not be operating during the months of July and August, the program may still store classroom and office equipment/supplies in their allocated space.
4. The CAPCO Head Start Program will be able to use the designated area for evening activities as coordinated with the Homer Elementary School personnel.
5. CAPCO Head Start Program will pay Homer Elementary School \$9600.00 per year. Payable monthly at a rate of \$400.00 per month per classroom for a 12-month period.
6. CAPCO Head Start will install and assume all telephone costs.
7. CAPCO Head Start will carry full liability and personal injury insurance coverage with \$1,000,000.00 limit naming Homer Central School District as an insured under the policy. A certificate of insurance will be issued annually to Homer Central School District. CAPCO shall hold harmless, defend and indemnify the Homer Central School District, its employees, agents, successors and/or assigns or transferees from any and all claims, actions, or other proceedings arising out of, chargeable to or from, caused by, or which are the result of work or actions of CAPCO, its employees and/or agents, successors or assigns.
8. Homer Elementary School will provide for the agreed upon space, adequate light, heat along with daily custodial maintenance services: Sweeping, mopping, vacuuming of floors, bathrooms, trash removal, and replacing bathroom toilet paper towel supplies.
9. CAPCO Head Start agrees to be responsible for the repair of damage to the leased property, other than the normal wear and usage which occurs with routine occupancy of the property.

10. CAPCO Head Start will not make any alterations to the property without the prior approval of Homer School District. The term "alterations" includes attachments (permanent or temporary) to the floor, walls, and ceilings or the removal or placement of doors, ramps, or partitions.
11. Homer Elementary School and the CAPCO Head Start Program will work cooperatively with the necessary personnel to ensure open lines of communication regarding this lease and service agreement. In addition, and where necessary, both parties will coordinate services for the best interests of the respective programs and their participants.
12. This lease and service agreement shall be for one year, effective July 1, 2012 through June 30, 2013. CAPCO may terminate this lease at any time giving either party a written notice sixty (60) days in advance of the terminate of this lease. The Board of Education of the Homer Central School District, in its sole discretion and based upon the needs of the District in accordance with the laws of the State of New York, may terminate this lease upon shorter written notice and require removal. In the event of such removal, the District shall provide written notice as far in advance as reasonable and shall cooperate in CAPCO's efforts to locate other local space.

Homer School District

Superintendent Signature and Date

Homer Elementary School Principal and Date

Cortland County Community Action Program, Inc. (CAPCO Head Start)

CAPCO Executive Director and Date

CAPCO Head Start Program Director and Date