

BUSINESS & FINANCE DIVISION

Report No. 7

**OGDENBURG CITY SCHOOL DISTRICT
OGDENBURG, NEW YORK**

SUBJECT: BOCES Lease Agreement for 2016-17

DATE: November 21, 2016

REASON FOR BOARD CONSIDERATION:

The Board of Education must approve all contractual agreements.

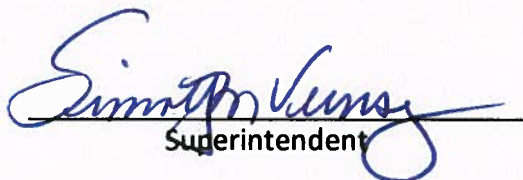
FACTS AND ANALYSIS:

The Board of Cooperative Educational Services is interested in renting thirteen (12) classrooms and summer school classroom space from the Ogdensburg City School District for students with handicapping conditions. The combined rental total is \$72,168 which includes a yearly payment of \$14,157 operating and maintenance cost.

RECOMMENDED ACTION:

Moved by _____ and supported by _____ that, having the recommendation of the Superintendent of Schools, the Board of Education of the Ogdensburg City School District does hereby authorize the President of the Board of Education to sign the 2016-2017 contract, in order to affect the BOCES Lease Agreement for the 2016-2017 school year, this 21st day of November, 2016.

APPROVED FOR PRESENTATION TO THE BOARD:


Superintendent

PKS/alf
Attachment

LEASE AGREEMENT

THIS LEASE made and entered into as of the 1st day of July, 2016 between the **Ogdensburg City School** having its principal office at **Ogdensburg, New York**, hereinafter called the **Lessor**, and **BOARD OF COOPERATIVE EDUCATIONAL SERVICES**, Sole Supervisory District of St. Lawrence County, having its principal place of business at 40 West Main Street, Canton, New York hereinafter called the **Lessee**.

WITNESSETH:

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the **Lessee** to be paid and performed, hereby demises and lets to the **Lessee**,

REGULAR ROOMS

COSER 420 – Summer School Rms.	COSER 408 – 1 Room
COSER 204 – 3 Rooms	COSER 207 – 2 Room
COSER 201 – 1 Rooms	COSER 203 – 1 Room
COSER 205 – 2 Rooms	COSER 504 – 2 Rooms

being the classrooms that the parties have inspected and identified and completely equipped for use as school classrooms. To have and to hold the said premises with appurtenances thereunto the **Lessee** for and during the term commencing on the first day of July, 2016 and ending the 30th day of June, 2017.

The **Lessee** agrees to pay the **Lessor** the yearly rent of **\$59,100** and yearly **O & M payments of \$13,068 for a total yearly payment of \$72,168.**

It is understood that the classrooms will be used for school purposes and the Lessor will keep and maintain the classrooms so that Lessee can conduct school in the manner and style required by the regulations of the New York State Department of Education.

The Lessee further covenants and agrees to procure and keep in force and effect with premiums paid at all times during the term of this lease agreement liability insurance covering the operation or use by the Lessee of the classrooms with limits of One Million Dollars (\$1,000,000.00) for and one injury or death and at least Three Million Dollars (\$3,000,000.00) aggregate liability for any one accident and One Million Dollars (\$1,000,000.00) for property damage.

It is further agreed that if the demised premises shall be damaged by fire, the elements, or otherwise, the Lessee shall not pay rent during the time required to make the necessary repairs, but, if the building shall be damaged or destroyed that it, in the judgment of the Lessor, shall require rebuilding, then from the time of such destruction or damage this lease shall wholly end and determine, and the classrooms shall be vacated and fully surrendered, and the rent shall be paid up to such time or refunded by the Lessor if paid in advance.

The Lessor agrees to provide classroom furniture of sufficient quantity and quality to provide educational instruction for the BOCES enrollment and tables adequate to seat the enrollment.

The Lessor will provide ingress and egress in the school buildings for the BOCES faculty, employees, and students. Lessor will also provide access to drinking water fountains and sanitary facilities and other normal facilities as the same presently.

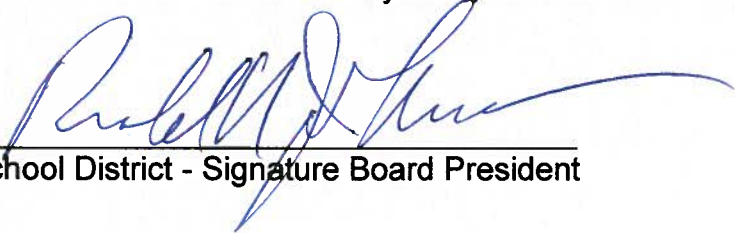
And the said Lessor does covenant that the said Lessee on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The Lessee covenants that at the expiration of said term it will surrender up said premises to the Lessor in as good condition as now, necessary wear and damage by the elements excepted.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and their legal representatives and successors.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

BY LESSOR:



School District - Signature Board President

BY LESSEE:



Signature Board President
St. Lawrence-Lewis BOCES
Sole Supervisory District of
St. Lawrence County

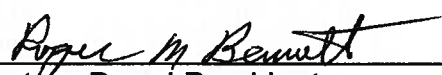
**HOLD HARMLESS AGREEMENT
(USE OF FACILITIES)**

St. Lawrence-Lewis BOCES does hereby covenant and agree to defend, indemnify and hold harmless the School District from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the school district property, facilities and/or services.

BY LESSOR: _____


School District - Signature Board President

BY LESSEE: _____


Signature Board President
St. Lawrence-Lewis BOCES
Sole Supervisory District of
St. Lawrence County

STATE OF NEW YORK)

) :SS:

COUNTY OF ST. LAWRENCE)

On this 3rd day of October, 2016, before me, personally came Ronald N. Johnson to me personally known, who, being by me duly sworn, did depose and say that he/she resides at 731 Champlain St. Ogdensburg, NY, New York, that he/she is the School Board President of the school described in and which executed the above instrument; that he/she knows the seal of said school; that the seal affixed by order of the said school, and that he/she signed his name thereto by like order.

ALANE L. FARRELL
Notary Public, State of New York
#01FA6222912
Residing in St. Lawrence County
Commission Expires June 01, 2018

Alane L. Farrell
Notary Public-State of New York
My commission expires

STATE OF NEW YORK)

) :SS:

COUNTY OF ST. LAWRENCE)

On this 21st day of September, 2016, before me, personally came **Roger M. Bennett** to me personally known, who, being by me duly sworn, did depose and say that he/~~she~~ resides at **30 Prospect Avenue, Massena**, New York, that he/~~she~~ is the President of the Board of Cooperative Educational Services, Sole Supervisory District of St. Lawrence County, the BOCES described in, and which executed the above instrument; that he/~~she~~ knows the seal of said BOCES; that the seal affixed by order of the St. Lawrence-Lewis BOCES, and that he/~~she~~ signed his name thereto by like order.

Maureen A. Bouchee
Notary Public-State of New York
My commission expires

MAUREEN A BOUCHEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ST LAWRENCE COUNTY
No. 01BO6272177
MY COMM. EXPIRES NOV-13-2016

Special Education Department Rent, Ancillary, Operation & Maintenance, and Ancillary Services For Classroom Leases

Space, Operation, and Maintenance

- A. Suitable classroom space – meets SED and instructional requirements
- B. Space for related services that are required
- C. Host school provides furniture, instructional & technology equipment that is generally provided to district staff. (i.e. classroom furniture – student desks, chairs, teacher desk and chair, tables, bookshelves, chalkboard, etc. as would be provided in a district classroom. BOCES will provide all other furniture and equipment to meet the needs of the students assigned to BOCES classrooms.
- D. All utilities
- E. Maintenance and cleaning of rented rooms
- F. Phone, internet, wireless access
- G. Keys and identification card/building access
- H. Suitable space for BOCES administrative offices and clerical support staff

Ancillary Services

A. Global Services

- 1. District and BOCES will collaboratively supervise student discipline and management needs
- 2. Health services/nurse/health records
- 3. Guidance – routine scheduling, report cards, attendance, etc.
- 4. State testing
- 5. Use of cafeteria, library, computer labs, multi-media rooms, technology classrooms, home economics room, and other special areas
- 6. Assemblies, performing arts programs, etc.
- 7. Transportation – field trips at per cost basis
- 8. Technology support in collaboration with BOCES technology department

B. Clerical

- 1. General office assistance – mailbox, message, etc.
- 2. Postage as billed
- 3. Phone usage – All long distance phone calls following host school district policy & procedures for district staff
- 4. Copying and duplicating – BOCES staff will follow host school policy & procedures. BOCES will purchase and provide paper for the regional sites.

C. Instructional Programs/Special Areas

- 1. Provided to appropriate age/grade levels according to schedule normally provided other students in building
- 2. Materials/books/workbooks for special area subjects and mainstreamed courses
- 3. Academic subjects as indicated on IEP and as appropriate for individual students
- 4. Materials/books/workbooks for mainstreamed students while in mainstream classes
- 5. Communication with special education teacher regarding progress, behaviors, grading, etc.
 - a. Areas may include: physical education, art, music, library, home and career, computer lab, introductions to occupations, health