

ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") is made this ____ day of _____, 2021 (the "Effective Date") by and between the Erlanger-Elsmere Board of Education (the "Board") and Northern Kentucky Community Action Commission, Inc. ("NKCAC-HeadStart").

RECITALS

WHEREAS, the Board and NKCAC-HeadStart entered into that certain Lease dated April 15, 2021 (the "Lease") for the premises located 1021 Capital Drive, Elsmere, KY (the "Premises");

WHEREAS, the Board and NKCAC-HeadStart desire to amend the Lease to provide additional agreements, understandings, and processes regarding NKCAC-HeadStart's proposed improvements to the Premises (the "Improvements");

WHEREAS, NKCAC-HeadStart will use funds granted to it by the Office of Head Start to complete the Improvements (the "Grant"); and

WHEREAS, NKCAC-HeadStart will file a notice of federal interest (the "Notice") in the Kenton County, Kentucky clerk's records to put notice of the Grant on record.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and NKCAC-HeadStart agree as follows:

AMENDMENT

1. Each of the foregoing recitals forms a material part of this Addendum and is hereby fully incorporated herein by this reference.

2. Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning set forth in the Lease.

3. Notwithstanding anything in the Lease to the contrary, the "Initial Term" of this Lease shall be for the period beginning April 15, 2021 and ending at the commencement of the Construction Period (as defined below). Completion of construction as anticipated in this Addendum shall be confirmed by the parties by written letter agreement to be attached to this Lease (the "Confirmation Date Letter"). The "Additional Term" shall be one (1) year beginning on the date set forth in the Confirmation Date Letter and ending on the last day of the last month of the following calendar year. Thereafter, the term of this Lease shall automatically renew on an annual basis unless terminated by either party by written notice to the other at least one hundred eighty (180) days prior to the last day of the then current term. The Initial Term, the Additional Term and each additional year thereafter shall be referred to herein as the "Term".

4. Notwithstanding anything in the Lease to the contrary, NKCAC-HeadStart shall pay the sum of \$10.00 as rent for the Term of this Lease.

5. NKCAC-HeadStart intends to utilize the Grant for the purposes of covering the costs of the Improvements and the Board acknowledges and agrees that its interest in the Premises will be subordinate to the terms of the Grant and the use the Premises shall be in compliance with the terms of the Grant. The Board agrees to assist NKCAC-HeadStart with documentation reasonably necessary to record the Notice.

6. Notwithstanding anything in the Lease to the contrary, NKCAC-HeadStart shall have the right to assign its rights to use the Premises and its rights under this Lease to an affiliate with prior consent of the Board, which shall not be unreasonably withheld, conditioned, or delayed. As used herein, "affiliate" means an entity controlling, controlled by, or under common control with NKCAC-HeadStart or NKCAC-HeadStart's principals.

7. NKCAC-HeadStart and the Board agree as follows with respect to the Improvements:

A. The Board and its contractor will complete the Improvements in a good and workmanlike manner and in accordance with this Section 7 and the Plans (as defined below).

B. The scope of all proposed Improvements prepared by REH&A Architects ("REH&A") and attached hereto as Exhibit A (the "Plans") shall be subject to review and approval by NKCAC-HeadStart and its architect. In addition, the Plans will be submitted by REH&A to all appropriate governmental agencies and all necessary approvals and permits shall have been obtained prior to the commencement of the Improvements.

C. NKCAC-HeadStart and its architect shall have the right to review and approve any proposed changes to the Plans prior to implementing them in to the Improvements. NKCAC-HeadStart shall also have the right to request changes to the Plans. The review and approval process shall be completed as follows:

Any proposed change to the Plans by the Board shall be submitted to NKCAC-HeadStart for its review and NKCAC-HeadStart shall provide its approval or denial of such proposed change within 5 days after such plans are submitted to NKCAC-HeadStart for review. If NKCAC-HeadStart denies such proposed change, the Board may make any suggested revisions to the proposed changes given by NKCAC-HeadStart and NKCAC HeadStart provide the Board with written notice of approval or denial of such proposed changes within 5 days after such plans are submitted. This process shall continue until such proposed changes to the Plans are finalized and approved by NKCAC-HeadStart. When any such change is finalized, the Board and NKCAC-HeadStart will execute a change order setting forth the impact on costs and schedule resulting from such change.

8. NKCAC-HeadStart shall be responsible to pay all reasonable costs associated with REH&A's review of the Plans; provided, however, NKCAC-HeadStart shall have no liability whatsoever with respect to the nature, quality, or scope of work in the review of the Plans by REH&A and Ehmet Hayes. NKCAC-HeadStart will make payments for the costs and expenses incurred by the Board with regard to the completion of the Improvements on a monthly basis upon receipt by NKCAC-HeadStart of a request for payment in the form attached hereto as Exhibit B (each, a "Request"); provided, however, NKCAC-HeadStart has no obligation to make payments more frequently than once in any 30-day period. Each Request will be delivered to NKCAC-HeadStart at least 30 days prior to the requested payment date.

Each Request will be provided with affidavits, supporting affidavits, certificates of suppliers, lien waivers and releases for the work and materials covered by the Request from such contractors, subcontractors, suppliers, and laborers, together with a certification of the Board identifying all contractors, subcontractors, suppliers, and laborers who have performed work on or furnished materials as part of the Improvements. NKCAC-HeadStart and its architect shall have

the right to review the status of the completed Improvements prior to making any payments for each submitted Request.

9. If the Board or REH&A fails to complete or fails to cause the completion of the Improvements in accordance with Section 7 and the Plans, NKCAC-HeadStart may exercise the rights of the "Owner" as that term is defined in the AIA documents.

10. In addition to the insurance requirements set forth in the Lease, the Board will carry, or cause its contractor to carry, builder's risk insurance in an amount no less than the value of the Improvements and not to exceed \$2,000,000.00. NKCAC-HeadStart shall be named as an additional insured on the policy required in accordance with this Section 10.

11. Intentionally deleted.

12. It is expressly understood and agreed that all Improvements shall be the sole and exclusive property of NKCAC-HeadStart during the Term of this Lease, subject to any federal interest in the Improvements. Further, the Board agrees that all of NKCAC-HeadStart's personal property located at the Premises shall remain the property of NKCAC-HeadStart, and the Board shall not have any lien on, and hereby affirmatively waives any lien on, any of the personal property for the performance of NKCAC-HeadStart's obligations under this Lease. The Board agrees to waive any statutory or common law landlord's lien of the Board in NKCAC-HeadStart's personal property, if any, to any lien or security interest that any lender may have against or in the NKCAC-HeadStart's personal property. NKCAC-HeadStart shall have the full discretion to do as it chooses with NKCAC-HeadStart's personal property, including removal, disposal, replacement, repair, or substitution thereof at any time or times for any applicable NKCAC-HeadStart personal property. The Board hereby waives each and every right which the Board now has or may hereafter have to levy or distrain upon any of NKCAC-HeadStart's personal property for rent or to claim or assert title to any NKCAC-HeadStart's personal property.

If at least fifty-one percent (51%) of the Premises is damaged by fire or other casualty, either party may terminate this Lease by written notice to the other no later than 60 days after the date of such fire or other casualty. If neither party terminates as set forth in the preceding sentence or if less than fifty-one percent (51%) of the Premises is damaged by fire or other casualty, NKCAC-HeadStart and the Board will cooperate to repair, reconstruct, or replace the Premises to as near the condition as reasonably possible prior to such fire or other casualty; provided, however, if the Premises is not restored within 120 days after the date of such fire or other casualty, NKCAC-HeadStart may terminate this Lease by written notice to the Board.

13. The Lease shall be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of laws.

14. Except as specifically amended by the provisions hereof, the terms and provisions of the Lease shall remain in full force and effect and continue to control the rights and obligations of the parties. The Lease and this Addendum shall be construed as one instrument with any conflicts or inconsistencies between the Lease and this Addendum being resolved in favor of the terms of

this Addendum. This Addendum may be executed in counterparts, facsimile or otherwise, each of which shall constitute one and the same instrument.

15. Any notice, demand, request, or statement to be given under this Lease shall be in writing, addressed to the party to be notified at the address set forth below (or at such other address as such party may designate for itself from time to time by notice hereunder), and delivered by (a) first class mail, postage prepaid, (b) overnight courier, (c) hand delivery or (d) facsimile or email. Notices shall be deemed delivered upon receipt.

To the Board:	Erlanger Elsmere Independent Board of Education 500 Graves Avenue Erlanger, KY 41048 Attn: Chad Molley, Superintendent Email: Chad.Molley@erlanger.kyschools.us
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To NKCAC-HeadStart:	Northern Kentucky Community Action Commission 717 Madison Avenue Covington, Kentucky 41011 Attn: Bob Williams, Vice President Email: rwilliams@nkcac.org
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16. Notwithstanding anything in the Lease to the contrary, following the Initial Term, NKCAC-HeadStart will not take possession of the Premises until the work is complete, which shall occur after the construction period between May 1, 2022 and July 31, 2022 (the "Construction Period"). After the Construction Period and the Improvements are substantially complete, the Board and NKCAC-HeadStart will inspect the completed work and jointly itemize any incomplete items into a list to be completed (the "Punchlist"). The items on the Punchlist will be completed within 60 days after the end of the Construction Period to NKCAC-HeadStart's reasonable satisfaction; provided however, all work relating to the Punchlist shall be conducted at times and in manner so as to minimize any disruption in NKCAC-HeadStart's operations within the Premises.

[signature page follows]

SIGNATURE PAGE TO ADDENDUM TO LEASE

**ERLANGER-ELSMERE BOARD OF
EDUCATION**

By: _____
Chad D. Molley, Superintendent

**NORTHERN KENTUCKY COMMUNITY
ACTION COMMISSION, INC.**

By: _____

Name: _____

Its: _____

EXHIBIT A

THE PLANS

[see attached]

General Notes

1. All work shall be in accordance with the latest edition of the Kentucky Building Code, as amended.

2. The owner shall be responsible for obtaining all necessary permits and approvals from the local building department.

3. The contractor shall be responsible for obtaining all necessary insurance and bonding.

4. The contractor shall be responsible for maintaining access to adjacent properties at all times.

5. The contractor shall be responsible for protecting existing structures and utilities.

6. The contractor shall be responsible for maintaining safety of the work area at all times.

7. The contractor shall be responsible for maintaining cleanliness of the work area at all times.

8. The contractor shall be responsible for maintaining accurate records of all work performed.

9. The contractor shall be responsible for maintaining accurate records of all materials used.

10. The contractor shall be responsible for maintaining accurate records of all labor hours.

11. The contractor shall be responsible for maintaining accurate records of all subcontractor work.

12. The contractor shall be responsible for maintaining accurate records of all change orders.

13. The contractor shall be responsible for maintaining accurate records of all correspondence.

14. The contractor shall be responsible for maintaining accurate records of all project meetings.

15. The contractor shall be responsible for maintaining accurate records of all project reports.

16. The contractor shall be responsible for maintaining accurate records of all project photos.

17. The contractor shall be responsible for maintaining accurate records of all project videos.

18. The contractor shall be responsible for maintaining accurate records of all project documents.

19. The contractor shall be responsible for maintaining accurate records of all project files.

20. The contractor shall be responsible for maintaining accurate records of all project data.

Foundation Details

1. Foundation walls shall be constructed of concrete masonry units (CMU) with a minimum compressive strength of 2000 psi.

2. Foundation walls shall be finished with a minimum of 1/2 inch of 1/2 inch thick concrete masonry finish.

3. Foundation walls shall be finished with a minimum of 1/2 inch of 1/2 inch thick concrete masonry finish.

4. Foundation walls shall be finished with a minimum of 1/2 inch of 1/2 inch thick concrete masonry finish.

5. Foundation walls shall be finished with a minimum of 1/2 inch of 1/2 inch thick concrete masonry finish.

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20. Foundation walls shall be finished with a minimum of 1/2 inch of 1/2 inch thick concrete masonry finish.

Roofing Details

1. Roofing shall be installed in accordance with the manufacturer's instructions.

2. Roofing shall be installed in accordance with the manufacturer's instructions.

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Other Details

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20. Other details shall be installed in accordance with the manufacturer's instructions.

Draft

1 of 2

Northern Kentucky Head Start - Elsmere Renovations

1021 Capital Avenue
Elsmere, Kentucky 41018

Northern Kentucky Community Action Commission
Ms. Laurie Waring, Vice President for Children's Services

Erlanger/Elsmere Independent Board of Education
Mr. Chad McElroy, Superintendent

REH&A ARCHITECTS

ROBERT EMMETT HAYES & ASSOCIATES, PLLC

3015 STATE HIGHWAY - FORT WITCHELL, KENTUCKY 40317 - (502) 253-1517

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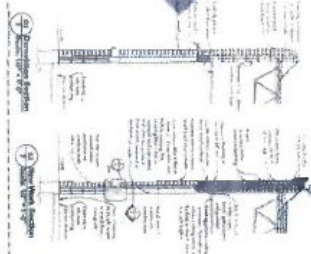
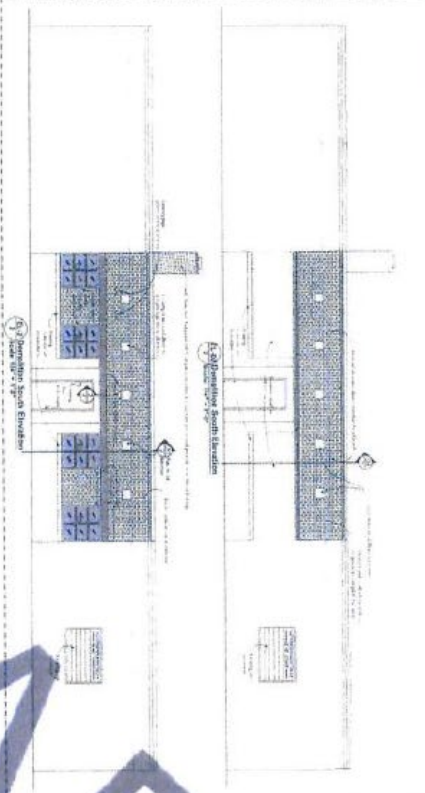


FIGURE 1: Window Elevation at East Side



Notes: Elsmere building is a historic structure and contains many original features. The building is in poor condition and requires extensive repairs. The repairs will include the replacement of the roof, the exterior walls, and the interior floors. The repairs will also include the replacement of the windows and the doors. The repairs will be completed in a phased manner over a period of 12 months.

Draft

REH&A ARCHITECTS
1021 Capitol Avenue
Elsmere, Kentucky 41019
Tel: 502.261.1111 Fax: 502.261.1112
www.rehanda.com

Northern Kentucky Head Start - Elsmere Renovations
1021 Capitol Avenue
Elsmere, Kentucky 41019
Northern Kentucky Community Action Commission
Mr. Larry Watkins, Vice President for Children's Services
Belenget Elsmere Independent Board of Education
Mr. Chris Miley, Superintendent

2 of 2
21-260
965-2771 (BKCJ)
21-260

Project Manual



NORTHERN KENTUCKY HEAD START ELSMERE RENOVATIONS

1021 Capitol Street
Elsmere, Kentucky 41018

REH #365-221 / BG #21-280

NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION

Ms. Laurie Wolsing, Vice President of Children's Services

ERLANGER ELSMERE INDEPENDENT BOARD OF EDUCATION

Mr. Chad Molley, Superintendent

REH&A
ARCHITECTS

rowne
ENGINEERING & CONSTRUCTION

June 24, 2021

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Northern Kentucky Head Start
Elsmere Renovations

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Project Description		Payment Terms	
Grant Number: 04TD000189-01-00 Maintenance and Repair		Elsmere NKCAC	
		Net 30 Days	
		Ship Date	Due Date
			07/8/21
Invoice	Description		Amount
TOTAL			