



Fulton County Board of Commissioners  
**Agenda Item Summary**

# 18-0989

**BOC Meeting Date**  
 12/19/2018

**Requesting Agency**

Real Estate and Asset Management

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to approve a Third Amendment to Master Lease Agreement for Facilities between Fulton County, a political subdivision of the State of Georgia (Tenant) and The Lansky Partnership, LLLP, a Georgia Limited Liability Limited Partnership (Landlord), to extend the lease for five (5) years for the purpose of providing office space for the operations of the Fulton County Sheriff's Department office located at 5615 Old National Highway; authorizing the Chairman to approve the Third Amendment and related documents; and for other purposes.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

According to O.C.G.A. § 36-60-13, each County or municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods materials, real and personal property, services and supplies.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

**Is this a purchasing item?**

No

**Summary & Background**

*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Fulton County Sheriff's Department is requesting the approval of the Fulton County Board of Commissioners to extend the current lease term for approximately 2000 square feet of office space at 5615 Old National Highway, College Park, Georgia. In accordance with County policy, the approval of the Board of Commissioners is required for all contractual agreements involving the County.

Community Impact: The extension of the current lease will provide staff and the sheriff's department time to implement a relocation initiative intended to improve service and efficiency for the operations of the Sheriff's Department within this community.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to the Fulton County Board of Commissioners to extend the current lease at 5615 Old National Highway for a period up to five years with a provision for early termination.

Project Implications: This lease extension will allow the time required to identify and prepare an alternative site for the relocation and consolidation of Sheriff office operations with no interruption in service delivery.

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Ellis G. Kirby, LEED AP, CEM, CEFP, Deputy Chief Operating Office of the County Manager	<b>Phone</b> 404-612-5919	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

Community Issues/Concerns: None.

Department Issues/Concerns: The proposed lease extension is the first step in consolidating operations that are currently dispersed over a large area, thereby increasing departmental efficiency and service delivery.

History of BOC Agenda Item: The original full service lease agreement was approved as Agenda Item #07-0464 at the Board of Commissioners' Meeting of June 6, 2007. On November 20, 2012, the Board of Commissioners approved the First Amendment (Agenda Item #12-1023) that extended the lease term through December 31, 2018. Agenda Item #16-0566 which was approved on July 7, 2016, amended the name of the Lessor to reflect the sale of the Property to the current owner and the change in address assigned by the U.S. Postal Service.

**Contract & Compliance Information**

*(Provide Contractor and Subcontractor details.)*

[Click here to enter text.](#)

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Ellis G. Kirby, LEED AP, CEM, CFP, Deputy Chief Operating Office of the County Manager	<b>Phone</b> 404-612-5919	
<b>Signature</b>	<b>Date</b>	

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**# 18-0989**

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>		<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
Monthly rental payments of \$2,869.19 will be paid from funding line 100-330-3305-1121.				
<b>Exhibits Attached</b>		<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>		
Exhibit 1: Resolution				
Exhibit 2: Third Amendment to Lease Agreement				
<b>Source of Additional Information</b>		<i>(Type Name, Title, Agency and Phone)</i>		
Michael Graham, Land Administrator 404-612-7884				

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Ellis G. Kirby, LEED AP, CEM, CEFP, Deputy Chief Operating Office of the County Manager	<b>Phone</b> 404-612-5919	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .

**Description:.**

**FINANCIAL SUMMARY**

<b>Total Contract Value:</b>	<b>MBE/FBE Participation:</b>
Original Approved Amount: .	Amount: .                   %: .
Previous Adjustments: .	Amount: .                   %: .
This Request: .	Amount: .                   %: .
TOTAL: .	Amount: .                   %: .

**Grant Information Summary:**

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**  
(Do not edit below this line)

X	Originating Department:	Kirby, Ellis	Date: 12/11/2018
X	County Attorney:	Stewart, Derval	Date: 12/10/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Gillespie, Alana	Date: 12/11/2018

1 **A RESOLUTION TO APPROVE THE THIRD AMENDMENT TO MASTER LEASE**  
2 **AGREEMENT FOR FACILITIES BETWEEN FULTON COUNTY, A POLITICAL**  
3 **SUBDIVISION OF THE STATE OF GEORGIA (TENANT) AND THE LANSKY**  
4 **PARTNERSHIP, LLLP, A GEORGIA LIMITED LIABILITY LIMITED PARTNERSHIP**  
5 **(LANDLORD), TO EXTEND THE TERM OF THE LEASE AGREEMENT FOR THE**  
6 **PURPOSE OF PROVIDING OFFICE SPACE FOR THE OPERATIONS OF THE**  
7 **FULTON COUNTY SHERIFF’S DEPARTMENT AT 5651 OLD NATIONAL HIGHWAY;**  
8 **AUTHORIZING THE CHAIRMAN TO APPROVE THE THIRD AMENDMENT TO**  
9 **MASTER LEASE AGREEMENT FOR FACILITIES AND RELATED DOCUMENTS;**  
10 **AND FOR OTHER PURPOSES.**

11 **WHEREAS**, it is the responsibility of the Fulton County Sheriff’s Department to  
12 provide each citizen with the highest level of protection of life and property while  
13 enforcing the laws of the State of Georgia and insuring that the rights of each citizen are  
14 protected under the Constitution; and

15 **WHEREAS**, Fulton County currently leases approximately two thousand square  
16 feet of office space at 5615 Old National Highway for the purpose of providing quality  
17 public safety services to residents of the community by promoting a safe environment  
18 through citizen interaction with an emphasis on integrity, fairness, and professionalism;  
19 and

20 **WHEREAS**, the Sheriff’s Department seeks to upgrade its facilities in order to  
21 improve services to the residents of Fulton County by consolidating its operations; and

22 **WHEREAS**, it is the desire of Fulton County to enter into a Third Amendment to  
23 Lease Agreement with The Lansky Partnership, LLLP in order to extend the current  
24 lease for the period necessary to identify, upgrade and expand facilities to further  
25 enhance the operations of the Fulton County Sheriff’s Department; and

26 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part  
27 “[t]he governing authority of each county shall have legislative power to adopt clearly  
28 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and  
29 local government for which no provision has been made by general law and which is not  
30 inconsistent with this Constitution or any local law applicable thereto.”

31 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners  
32 hereby approves the Third Amendment to Master Lease Agreement for Facilities with  
33 The Lansky Partnership, LLLP, in substantially the form attached hereto as Exhibit “A.”

34 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners  
35 is hereby authorized to execute the Third Amendment to Master Lease Agreement for

1 Facilities and related documents between Fulton County and The Lansky Partnership,  
2 LLLP, after approval as to form by the County Attorney.

3 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon  
4 its adoption, and that all resolutions and parts of resolutions in conflict with this  
5 Resolution are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
7 Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

8  
9

10 FULTON COUNTY BOARD OF  
11 COMMISSIONERS

12  
13 \_\_\_\_\_  
14 Robert L. Pitts, Chairman,  
15 Fulton County Board of Commissioners  
16

17  
18  
19 ATTEST:

20 \_\_\_\_\_  
21 Jessie Harris, Clerk to the Commission  
22

23  
24  
25 APPROVED AS TO FORM:  
26  
27

28  
29 \_\_\_\_\_  
30 Patrise Perkins-Hooker, County Attorney  
31

STATE OF GEORGIA  
COUNTY OF FULTON

**THIRD AMENDMENT TO MASTER LEASE AGREEMENT FOR FACILITIES**

**THIS THIRD AMENDMENT OF MASTER LEASE AGREEMENT FOR FACILITIES** (“Third Amendment”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between The Lansky Partnership, LLLP, a Georgia Limited Liability Limited Partnership, successor in title to Southern National Management, LLC, (hereinafter called “Lessor”), and Fulton County, a political subdivision of the state of Georgia (hereinafter called “Lessee”) for use by the Fulton County Sheriff’s Department.

**WITNESSETH**

**WHEREAS**, on the 6<sup>th</sup> day of June 2007, Southern National Management, LLC and Lessee executed a Master Lease Agreement for Facilities (the “Master Lease”) for that real property and improvement thereon located at 5549 Old National Highway, Suite “B”, College Park, Georgia 30037, in Fulton County (the “Demised Premises”), wherein Southern National Management, LLC leased the Demised Premises to Lessee under those terms and conditions set forth in said Master Lease; and

**WHEREAS**, on the 20<sup>th</sup> day of November, 2012, Southern National Management, LLC and Lessee executed an Amendment to Extend the Master Lease dated May 16, 2007 (hereinafter, “First Amendment”) through December 31, 2018; and

**WHEREAS**, on August 19, 2016, Southern National Management, LLC and Lessee executed a Second Amendment to the Master Lease Agreement for Facilities (hereinafter, “Second Amendment”) to: ( 1) acknowledge the sale and transfer in ownership of the Demised Premises from Southern National Management, LLC to Lessor, and (2) to acknowledge and incorporate the U.S. Postal Service’s re-assignment of the address for the Demised Premises to be 5615 Old National Highway, College Park, Georgia 30349; and

**WHEREAS**, the Master Lease, as amended by the First Amendment and the Second Amendment collective comprise the agreement for the Demised Premises between Lessor and Lessee.

**WHEREAS**, Landlord and Tenant desire to amend and modify the Lease as hereinafter set forth to further extend the Term and for other purposes as set forth herein.

**NOW THEREFORE**, in consideration of the Demised Premises and for the purpose of conforming said Master Lease, as amended, to the intention of the parties, it is hereby agreed that said Master Lease, as amended by the First Amendment and the Second Amendment, shall be amended and modified by this Third Amendment to provide as follows:



1.

Paragraph 2(b) of the Master Lease, as amended by the First Amendment and the Second Amendment is hereby amended to reflect the extension of the term of the Master lease, as amended, to add additional option time periods. The term of the Master Lease, as amended, is hereby extended for a period of twelve (12) months beginning on January 1, 2019, and expiring on December 31, 2019, which 12-month period is sometimes referred to as "Option Term 12". Option Term 12 shall be automatically renewed for four (4) consecutive one-year term (being "Option Terms 13, 14, 15, and 16"), on the terms set forth in this Third Amendment, subject to the termination rights set forth in the Master Lease, as amended. Pursuant to O.C.G.A § 36-60-13, beginning with calendar year 2020, Lessor acknowledges that the one-year automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners. In no event shall the Master Lease, as amended, continue beyond December 31, 2023, unless extended by mutual written agreement of both parties.

2.

Provision for Early Termination. In the event that landlord and tenant cannot negotiate mutually acceptable terms for the build-out and expansion of the leased premises for the tenant's operations, upon the expiration of Option Term 12, the subject lease may be terminated by the tenant during any remaining Option Term with 90 days advance written notice (the "Notice of Lease Termination") to the Landlord

3.

Paragraph 3 of the Master Lease, as amended is hereby amended by adding Option Terms 12 through 16, as follows:

- Option Term 12: January 1, 2019 to December 31, 2019:  
\$34,430.35 per annum payable \$2,869.19 per month
- Option Term 13: January 1, 2020 to December 31, 2020:  
\$34,430.35 per annum payable \$2,869.19 per month
- Option Term 14: January 1, 2021 to December 31, 2021:  
\$34,430.35 per annum payable \$2,869.19 per month
- Option Term 15: January 1, 2022 to December 31, 2022:  
\$34,430.35 per annum payable \$2,869.19 per month
- Option Term 16: January 1, 2023 to December 31, 2023:  
\$34,430.35 per annum payable \$2,869.19 per month

4.

Paragraph 32 of the Master Lease, as amended, is hereby amended by deleting Paragraph 32 in its entirety, and inserting in lieu thereof the following language:

**Section 32. Notices.**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, by personal delivery against receipt or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice).

If to Lessor:

The Lansky Partnership, LLLP  
Attn: Andrew Edlin  
5855 Sandy Springs Circle, Suite 290  
Sandy Springs, Georgia 30328

If to Lessee:

County Manager  
141 Pryor Street SW, Suite 10067  
Atlanta, Georgia 30303

Director of Real Estate & Asset Management  
141 Pryor Street SW, Suite 6001  
Atlanta, Georgia 30303

Fulton County Sheriff  
185 Central Ave SW, 9th Floor  
Atlanta, Georgia 30303

With a copy to:  
County Attorney  
141 Pryor Street SW, Suite 4038  
Atlanta, Georgia 30303

5.

**Repairs by Landlord** -Lessor shall cause that work to be done as described in the Landlord Work Letter attached hereto as Exhibit A within thirty (30) days of the execution of this Agreement.

6.

Except as hereinabove set forth in this Third Amendment, the terms and conditions of the Master Lease, as amended by the First Amendment and the Second Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the said parties have hereunto set their seals by their duly authorized agents, the day and year first above written.

**“LESSEE”**

**Fulton County, a political Subdivision of the State of Georgia**

**“LESSOR”**

**The Lansky Partnership, LLLP, a Georgia Limited Liability Limited Partnership**

By: \_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

By: \_\_\_\_\_  
Andrew Edlin  
Managing Partner

ATTEST

ATTEST

By: \_\_\_\_\_  
Jesse Harris, Clerk to the Commission

By: \_\_\_\_\_

APPROVED AS TO FORM

This \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Office of the Fulton County Attorney

Exhibit A  
Landlord Work Letter

Within thirty (30) days of the execution of this Agreement, Landlord shall perform the following repairs/replacements:

1. Secure the outside door and provide a key that only the Sheriff and the Landlord will have
2. Paint the walls
3. Replace the light bulbs throughout the space
4. Repair the fence in the back, on the right side upon entering
5. Supply fence screens all along the rear fencing
6. Replace any soiled or broken ceiling tiles
7. Clean/replace dirty supply/return HVAC screens in the ceiling

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