



Fulton County Board of Commissioners
Agenda Item Summary

19-1106

BOC Meeting Date
 12/18/2019

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 approving a First Amendment to Lease Agreement between Fulton County (Tenant) and Linden Brothers, LLC (Landlord) for the purpose of extending the Lease Agreement for the operations of the Fulton County District Attorney at 4910 Jonesboro Road Union City, Georgia ; authorizing the Chairman or County Manager to approve the First Amendment to Lease Agreement and related documents; authorizing the County Attorney to approve the First Amendment to Lease Agreement and related documents as to form and to make any modifications thereto prior to execution; and for other purposes. The extension is for three (3) years, subject to annual renewals, and commencing on January 1, 2020.

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

Pursuant to Article 9, Section 2, Paragraph 1 of the Constitution of the State of Georgia, Fulton County is authorized to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs, and local government that are not inconsistent with state law.

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.)

Scope of Work: Approval of the Fulton County Board of Commissioners is being requested to extend the current lease term at 4910 Jonesboro Road in Union City, Georgia. Leased office space at location is utilized by the Office of the District Attorney to provide easy access for the reporting of crimes and to facilitate relationships among community residents and law enforcement for the purpose of reducing crime. The monthly rental payments are \$1,470.66 and utilities payments estimated at \$300.00 per month.

In accordance with County policy, the approval of the Board of Commissioners is required for all contractual agreement involving the County.

Community Impact: The extension of the lease term will allow for the continuation of occupancy for the District Attorney’s Community Prosecutor Office Initiative, which has proven to be beneficial for

Agency Director Approval		County Manager's Approval
Typed Name and Title Joseph N. Davis, Director, Department of Real Estate and Asset Management	Phone 404-612-3772	
Signature	Date	

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

all County residents.

Department Recommendation: In cooperation with the Office of the District Attorney, the Department of Real Estate and Asset Management recommends approval to extend the lease for approximately 1,095 square feet of commercial office space for three (3) years to further the goals and objectives of the District Attorney's expanded program of law enforcement in targeted communities.

Project Implications: The Program to be operated from the leased space is a grassroots approach to law enforcement that encourages partnerships among prosecutors, police, and the community.

Community Issues/Concerns: There have been no issues/concerns raised or presented to the Department by constituents or clients concerning this agenda item.

Department Issues/Concerns: None

History of BOC Agenda Item: The original lease was approved by the Board of Commissioners on November 16, 2016 (Agenda Item #16-1031)

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
Effective January 1, 2020 the monthly rental payments of \$1,470.66 and utilities payments estimated at \$300.00 per month will be paid from funding line 100-480-4800-1121.				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
1. Amendment to Fulton County Lease Agreement				
2. Resolution.				
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			
Linda DuBose Alexander, Real Estate Specialist 404-612-7276				

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Typed Name and Title Joseph N. Davis, Director, Department of Real Estate and Asset Management	Phone 404-612-3772	
Signature	Date	

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Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
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 \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

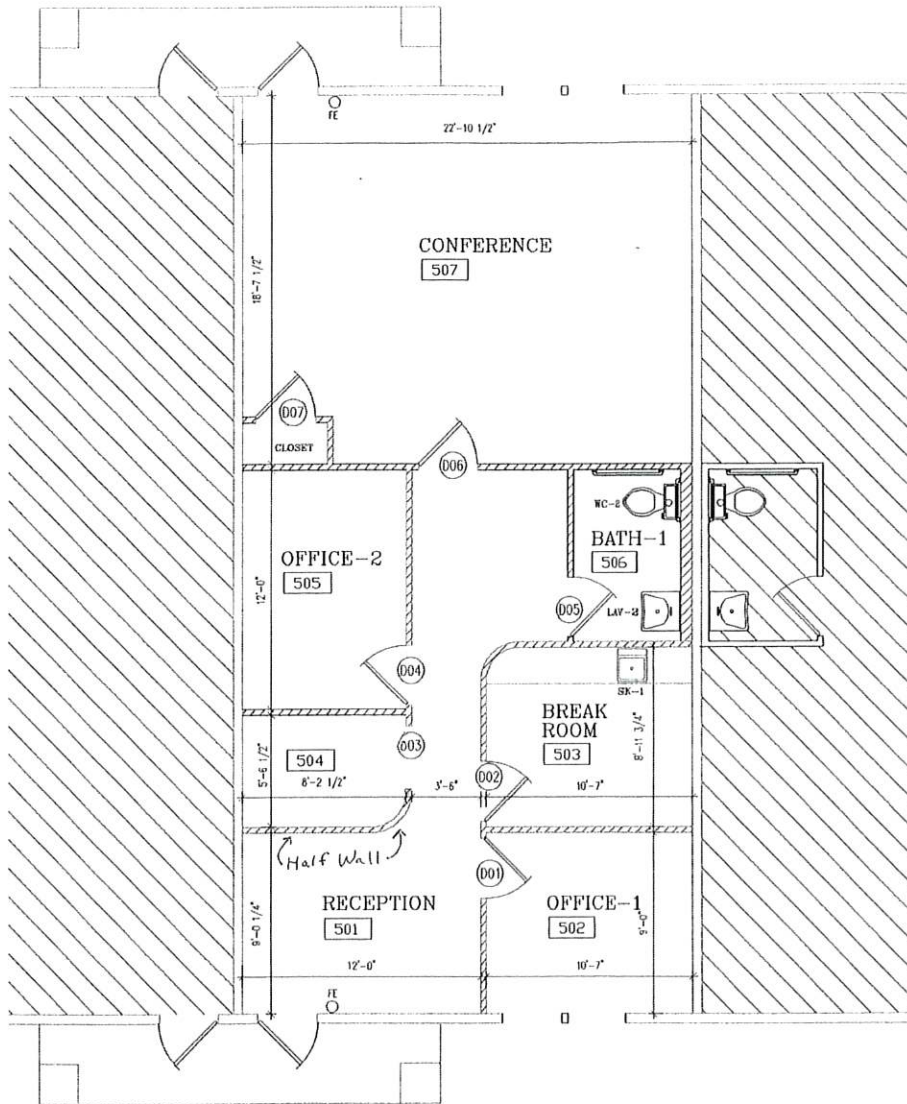
Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Davis, Joseph	Date: 11/25/2019
X	County Attorney:	Stewart, Dernal	Date: 11/24/2019
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/5/2019

Exhibit A

Floor Plan



BUILDING 100-SUITE 104
1,095 SQ. FT. HEATED

1 A RESOLUTION APPROVING AN AMENDMENT TO LEASE AGREEMENT
2 BETWEEN FULTON COUNTY, GEORGIA, (LESSEE) AND LINDEN BROTHERS
3 (LESSOR) TO EXTEND THE LEASE TERM FOR THE PURPOSE OF PROVIDING
4 COMMUNITY PROSECUTOR SERVICES; AUTHORIZING THE CHAIRMAN OR
5 COUNTY MANAGER TO EXECUTE THE AMENDMENT TO LEASE AGREEMENT
6 AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO
7 APPROVER THE AMENDMENT AND RELATED DOCUMENTS AND MAKE
8 MODIFICATIONS THEREOF PRIOR TO EXECUTION; AND FOR OTHER
9 PURPOSES.

10

11 **WHEREAS**, Fulton County, Georgia, (“Fulton County”) is a political subdivision of the
12 State of Georgia, existing as such under and by the Constitution, statutes, and laws of
13 the Stat of Georgia; and

14 **WHEREAS**, the Fulton County District Attorney has adopted a community-based
15 approach to the delivery of services wherein Community Prosecutor Offices are
16 established in locations that provide ease of access and efficiency for County residents
17 in impacted areas and the law enforcement officials; and

18 **WHEREAS**, the Community Prosecutor Office that was established in 2017 in Union
19 City, Georgia, has performed well and the District Attorney seeks to continue the
20 delivery of services from that location; and

21 **WHEREAS**, it is the desire of Fulton County and Linden Brothers, LLC to enter into a
22 lease extension agreement for the purpose of extending the current lease agreement for
23 the location being utilized as the Community Prosecutor’s Office for an additional three
24 years, renewable yearly, specifically, 4910 Jonesboro Road, Union City, Georgia 30291;
25 and

26 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part “[t]he
27 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 an 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 herein
32 approves the First Amendment to Lease Agreement with Linden Brothers, LLC, to
33 extend the term of the Lease, in substantially the form attached hereto as Exhibit “A”.

34 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners is
35 hereby authorized to execute the Amendment to Lease Agreement between Fulton
36 County and Linden Brothers, LLC, after approval as to form by the County Attorney.

19-1106

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

4 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia,
5 this ____ day of _____, 2019

FULTON COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

Tonya Grier, Interim Clerk to the
Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker, County Attorney

AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement (the “Amendment”) is made and entered into on this ____ day of _____, 2019 by and between Linden Brothers, LLC, a Georgia limited liability company, (herein after referred to as “Lessor”) whose address for the purposes hereof is 6703 Shannon Parkway, Union City, Georgia, 30291 and Fulton County Georgia, a political sub-division of the State of Georgia (herein after referred to as “Lessee”) whose address for the purposes hereof is 141 Pryor Street, SW, Atlanta, Georgia, 30303 for the Office of the Futon County District Attorney.

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated December 8, 2016 (the “Lease”) for an original term of three (3) years, with a commencement date of January 1, 2017 and an expiration date of December 31, 2019; whereupon the Lessee leased from the Lessor approximately 1,095 square feet of office space at 4910 Jonesboro Road, Building 100, Suite 104, Union City, Georgia 30291, and as depicted in **Exhibit A** attached hereto; and

WHEREAS, Lessor and Lessee mutually desire to extend the Term of the Lease for a period of three (3) additional years (the “Extended Term”) under the same terms and conditions of the existing Lease, which will consist of a Base Term and two (2) optional one year terms which shall commence on January 1st of each option year and shall terminate on December 31st of each optional year.

NOW THEREFORE, for and in consideration of the specified rent and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. TERM:

Lessee takes and accepts from Lessor the Demised Premises as described above upon the terms and conditions herein contained and in their present condition and as suited for the intended and continued use by Lessee, and to have and to hold the same for the Term of this Amendment.

Pursuant to O.C.G.A., Section 36-60-13: The Base Term of this Amendment shall be for one (1) year which shall begin on January 1, 2020 (the “Commencement Date”) and shall end on December 31st 2020 (the “Termination Date”). This Amendment shall renew annually thereafter for two (2) optional one year terms which shall begin on January 1st of each year and end on December 31st of each year thereafter at the indicated Rate in Section 2 of the First Amendment to Lease Agreement unless terminated sooner by either party as provided for in the Lease. In no event shall this Lease Amendment extend beyond December 31st, 2022 unless extended by mutual consent of both Lessor and Lessee. If the termination date falls on a weekend or national

holiday the Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions as outlined in the Lease attached hereto.

2. RENTAL:

This Amendment shall obligate Lessee to pay Lessor only the sums of Rent due for the Base Term or, in the event of a renewal of this Amendment for an optional term, the sums of Rent due during an executed optional renewal term of this Amendment.

During the Term of this Amendment, Lessee shall pay Lessor monthly installments of “Minimum Rent” in advance of the first (1st) day of each month, without demand by Lessor, deduction or set off hereunder as indicated below.

There shall be no adjustments to the Rent as outlined below, which reflects a 3% increase in rent for each optional year beginning with Option Term 2 over the base rent of \$17,647.98 for the Base Term ending December 31, 2020. Effective January 1, 2020 the Rent shall be:

- 1.) Base Term – January 1, 2020 through December 31, 2020.
Rent: \$17,647.98 per year, \$ 1,470.66 per month.
- 2.) Optional Term 1 – January 1, 2021 through December 31, 2021.
Rent: \$18,177.42 per year, \$1,514.78 per month.
- 3.) Optional Term 2 – January 1, 2022 through December 31, 2022.
Rent: \$18,722.74 per year, \$1,560.23 per month.

All Terms and Conditions of the Lease, except as modified herein by this First Amendment, shall remain in full force and effect for the duration of this Amendment.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided however that to the extent, if any, that the terms of the provisions of this Amendment conflict with the terms in the Lease this Amendment shall control.

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

Signature page follows.

“LESSEE”

Fulton County, a political subdivision of the State of Georgia

“LESSOR”

Linden Brothers, LLC, a Georgia Limited Liability Company

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

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Tonya R. Grier
Interim Clerk to the Commission

By: _____

APPROVED AS TO FORM

This ____ day of _____, 2019

Office of Fulton County Attorney