

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator **Date:** March 28, 2018

Subject: Public Defender Lease Agreement **Item Number:** VIII-B

Please find attached the new lease agreement for the Public Defenders' office space located at 105 N. Parrish Ave., Adel. The lease agreement is with property owner, Molly Byrd. Agreement was drafted by County Attorney, Daniel Connell. Monthly rate is \$1700.00 and the lease may continue 3 years after 2018 if all parties are in agreement.

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed

GEORGIA, COOK COUNTY

THIS AGREEMENT AND LEASE made by and between BYRD DEVELOPMENT, LLC, party of the first part, hereinafter called "Lessor", and COOK COUNTY, GEORGIA, party of the second part, hereinafter called "Lessee".

WITNESSETH:

That for and in consideration of the rentals herein specified and other mutual covenants herein stated, Lessor rents unto Lessee and Lessee rents from Lessor, subject to the terms and condition herein agreed to, the following described property:

The real property and improvements located thereon at 105 N. Parrish Avenue, Adel, Georgia.

TERMS AND CONDITIONS

1. The term of this lease shall be for one (1) year, beginning January 1, 2018 and ending December 31, 2018; and, if mutually agreed, may continue in that calendar cycle for an additional three (3) years. Lessee shall have the right to renew this lease from year to year unless the Lessor or Lessee notifies the other party by September 15 in any year of their intentions to terminate same or alter the terms of the lease.

2. Lessee shall pay to Lessee as rent for said premises the sum of One Thousand Seven Hundred Dollars (\$1,700.00) per month for the term of the lease.

The aforesaid payments of rent are to be made payable to Byrd Development, LLC, C/O Mary Byrd at 106 Minnie Shaw Road, Adel, Georgia 31620, or at such other place as Lessor may from time to time designate in writing to Lessee.

3. To insure the property is maintained, Lessee will pay an additional sum of \$0 as a deposit/guarantee for Lessee's performance of the covenants in this Lease. Said sum will be refunded to Lessee at the termination of the Lease upon full payment of the rent herein stipulated and return of the premises to Lessor with no damage, normal wear and tear excepted, to the property is in reasonable state of cleanliness, and all other of Lessee's

covenants herein stated. Lessor may use said deposit on the cost of cleaning and repairing any damages to said property caused by Lessee and not otherwise repaired by Lessee. Lessee agrees that it is in the Lessor's sole discretion as to what constitutes damage and uncleanliness and further it is in the Lessor's sole discretion as to what amount of the deposit it will require to remedy the situation. Lessee agrees to pay Lessor all reasonable additional sums which exceed said deposit, if needed to satisfy said cleaning, damages and/or repairs.

4. Lessee shall pay all utility bills, including, but not exclusively, electric, water and sewer and garbage, used in said building.

5. Lessor shall keep the building insured and pay the taxes on the same, and Lessee will insure the contents of the building.

6. Lessee shall make those repairs occasioned by normal wear and tear of the building. Said building is accepted in its present condition as fit for the purpose for which leased, and Lessee agrees to maintain same in as good a condition as when let. Lessor will make all major repairs and Lessee will make all minor repairs. A major repair is a repair which exceeds \$500.00.

7. Lessee agrees to share the parking spaces located on the above described property with 107 North Parrish Avenue, which property is adjacent to the above described property.

8. Lessee shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Demised Premises regardless of who is the supplier and shall indemnify Lessor and save it harmless against any liability or charges on account thereof. If Lessee does not pay said utility charges when due, Lessor may pay same, and such payment shall be added as additional Rental hereunder.

9. Lessee agrees that it will not install an equipment which will exceed or overload the capacity of any utility facilities, whether or not provided by Lessee or Lessor, and that, if any equipment installed by Lessee shall require additional utility facilities, the same

shall be furnished and installed at Lessee's expense in accordance with plans and specifications to be approved in writing by Lessor.

10. The Demised Premises shall not be used for any illegal purposes; nor in any manner create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Demised Premises, any Buildings or the Property. Lessee shall not use, store or dispose of, or permit the use, upon the Demised Premises, any Buildings or the Property, any hazardous, toxic or flammable materials, radioactive or other material the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. If any such materials are brought into the Demised Premises, any Buildings or the Property by Lessee, Lessee shall, at Lessee's sole expense, cause the immediate removal hereof.

11. Lessee shall make no changes to said building without the written consent of Lessor.

12. Lessee shall not sublet nor transfer or assign this Lease without the written consent of Lessor.

13. Lessee shall be liable for and hold Lessor harmless in respect of damage or injury to persons and property in said premises and Lessee shall be hold harmless in respect of damage or injury to persons and property outside of said premises. However, Lessor agrees to hold Lessee harmless in respect of damage or injury to persons and property as a result of faulty construction of the building or some defect existing with regards to the property.

There is excepted however the heating and air conditioning units which Lessor agrees to maintain in good working order and will pay the costs for all repairs and replacement of the same. Lessee shall have the responsibilities of changing the filters monthly.

14. Should Lessee be ten (10) days late in paying rent, Lessor shall have the right to file a dispossessory.

15. Upon default by Lessee in performance of any of its obligations hereunder, Lessor may at his option, after giving Lessee ten (10) days notice in writing to cure such default, declare this lease null and void. Upon Lessor having exercised this option, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's possessions therefrom; and Lessor may forthwith enter the premises and repossess himself thereof, and remove all persons and effects therefrom, upon failure of Lessee to do so, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort. Lessor, as Lessee's agent, as an alternative, may enter upon and rent said property at the best obtainable price by reasonable effort, without advertisement and by private negotiations. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on re-renting said property.

16. If the demised Premises are totally destroyed by storm, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Lessor and Lessee as of that date. If the Demised Premises are damaged but not wholly destroyed by any of such casualties, Base Rental shall abate in such proportion as use of the Demised Premises has been destroyed, and Lessor may restore same, to substantially the same condition as before damage as speedily as practicable, whereupon full base rental shall commence.

17. In the event any mechanics', laborers', materialman's or other liens shall be filed against the Demised Premises or any part of the Property or any Buildings or other improvements thereon by reason of work, labor, services or materials performed or furnished to or at the instance of Lessee or to anyone holding the Demised Premises through or under Lessee, Lessee shall forthwith cause the same to be discharged of record or bonded with security satisfactory to Lessor. If Lessee shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Lessor after being notified of the filing thereof, then, in addition to any other right or remedy of Lessor, Lessor may discharge the same by paying the amount claimed to be due, and the amount so paid by Lessor together with interest at the rate of eighteen percent (18%) per annum and all costs and expenses, including all attorney's fees incurred by Lessor in procuring the discharge of such lien, shall be due and payable by Lessee to Lessor as Additional Rental on the first day of the next following month, or may, at Lessor's election, be subtracted from any sums owing to Lessee.

18. All trade fixtures and trade apparatus owned and installed by Lessee in the Demised Premises shall remain the property of Lessor and shall not be removable at any time. All fixtures installed by Lessee shall be new or like new and of good quality and only after Lessor's approval is received.

19. Lessee shall not make any alterations, additions or decorations to the Demised Premises without first obtaining the prior written consent of Lessor. Lessee shall, at all times during the Lease Term, present to Lessor plans and specifications for such work at the time Lessor's consent is sought. Lessee's work and installments shall not impede or interfere with any work in other parts of the Building or the Property, and any alterations, additions and decorations or other work performed by Lessee shall not cause closing, interruption or impairment of Lessee's normal conduct of business. All work caused to be done by Lessee shall comply with the requirements and obligations of Lessee relating to Lessee's work as set forth in this Lease. Lessee is required to provide Lessor with building permits and evidence of insurance required.

20. Lessee hereby appoints as Lessee's agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Demised Premises at the time, or occupying same; and if no person is in charge of, or occupying Demised Premises, then such service of notice may be made by attaching the same on the main entrance to the Demised Premises. A copy of all notices under this Lease shall also be sent to such other address as Lessee may from time to time designate in writing to Lessor.

All notices required by law or by this Lease to be given Lessor or Lessee shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For Lessor:
Byrd Development, LLC
Attn: Mary Byrd
106 Minnie Shaw Road
Adel, GA 31620

For Lessee:
Cook County Board of Commissioners
Attn: Vicki Parrish
1200 S. Hutchinson Ave.
Adel, GA 31620

Or at such other address as Lessor may from time to time designate in writing to

Lessee.

21. Lessee shall at all times during the Lease Term maintain in full force and effect the following insurance in standard form generally in use in Georgia, which insurance companies authorized to do business in said State, which are satisfactory to Lessor.

Comprehensive public liability insurance in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) for any occurrence resulting in bodily or personal injury to or the death of one person and consequential damages arising therefrom, and in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) for any occurrence resulting in bodily or personal injury or death to more than one person and consequential damages arising therefrom.

Worker's Compensation Insurance as required by law.

At all times during the Lease Term, Lessee shall pay all premiums for and maintain in effect, with a responsible insurance company or companies, policies of insurance for the benefit of Lessor and Lessee, as their interests may appear, as follows:

Insurance covering all trade fixtures, signs, plate glass, floor covering, decorative items, furniture and equipment in the Demised Premises to the extent of the insurable value of the same against all casualties included in the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief" and including sprinkler leakage.

Lessee will furnish to Lessor, at least ten (10) days before Lessee takes occupancy of the Demised Premises, copies of policies or certificates of insurance evidencing present coverage required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or amend the policy or policies without first giving at least thirty (30) days' prior written notice thereof to Lessor.

The insurance required by this Section 21 may be included in policies of "blanket insurance, provided that, in all other respects, each such policy shall comply with the requirements of this Section 21, and provided that no other loss, which may or may not be

also insured thereby, shall in any way affect or limit the coverage and amount of insurance required hereby.

By this agreement, Lessee agrees to provide Lessor with proof of said insurances within 24 hours of said request by Lessor and also agrees that upon request by Lessor the Lessee's insurance agent is authorized to release said information to Lessor.

Such insurance shall name Lessor as additional insured for the full amount of the insurance herein required.

22. If any rent is collected by or through an attorney at law, after past due, Lessee shall pay 15% thereof as attorney's fees. Lessee waives all homestead and exemption rights which it may have under any law as against any obligation owing under this lease. Lessee hereby assigns to Lessor its said homestead and exemption rights.

23. This lease contains the entire agreement of the parties and no oral agreements or otherwise not a part hereof shall be of any force or effect. No failure of Lessor to exercise any power given him hereunder or to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

24. Time is of the essence of this agreement.

25. This contract shall create the relationship of Landlord and Tenant between the parties and no estate will pass out of Lessor.

26. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

27. If Lessee remains in possession after expiration of the terms hereof, with Lessor's acquiescence and without any distinct agreement of the parties, Lessee shall be a tenant at will; and there shall be no renewal of this lease by operation of law.

28. At termination of this lease, Lessee shall return the premises and keys to Lessor in the same condition as at commencement of term, normal wear and tear only excepted, and except as to any obligation encumbent hereunder upon Lessor.

29. Lessor and Lessee agree that in any civil action brought to enforce the terms and provisions of this agreement by either party thereto, the exclusive venue and jurisdiction thereof and thereof shall be in the Superior Court of Cook County, Georgia, with each party hereto specifically consenting and agreeing to such venue and jurisdiction in such case. This agreement will be deemed to be a contract made under the laws of the States of Georgia and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Georgia, without regard to principles of conflict of laws.

30. Lessor as used in this lease shall include party of the first part, his heirs and assigns. Lessee shall include party of the second part, and assigns, but shall not include assigns unless this lease is validly assigned in accordance with the terms hereof.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of _____. 2018.

BYRD DEVELOPMENT, LLC

MARY BYRD, MANAGER
LESSOR

COOK COUNTY, GEORGIA

CHAIRMAN, COOK COUNTY
BOARD OF COMMISSIONERS
LESSEE