

# Request for Board of Commissioners' Action

**From:** Faye Hughes, County Administrator **Date:** May 2, 2019

**Subject:** Wiregrass Technical College Lease **Item Number:** VIII-C

Attached is a new lease agreement with Wiregrass Technical College. Previous rental agreements have been for \$1 dollar annually. New rules and regulations do not allow for the college to expend funds for lawn maintenance/landscaping. As landlord, Cook County will begin covering those expenditures and in turn receive \$812.25 monthly as rent. See Paragraph 2 for more explanation.

Routine maintenance, repairs to the premises, insurance of the Premises will be reimbursed to the Cook County by the State Properties Commission, not to exceed \$15,000 during any one effective renewal term.

Chair will need a motion to accept the Rental Agreement with Wiregrass Technical College and authorization for the Chair to endorse the same.

Motion made by \_\_\_\_\_

Second made by \_\_\_\_\_

Any discussion: \_\_\_\_\_

Votes \_\_\_\_\_ yes \_\_\_\_\_ no Motion carried/ failed

**RENTAL AGREEMENT  
BETWEEN THE  
COOK COUNTY BOARD OF COMMISSIONERS  
AND  
STATE PROPERTIES COMMISSION  
AND  
TECHNICAL COLLEGE SYSTEM OF GEORGIA**

This RENTAL AGREEMENT (hereinafter "Agreement") is made and entered into this day of \_\_\_\_\_20\_\_\_\_, by and between **COOK COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord"), whose address is 1200 S. Hutchinson Ave., Adel, Georgia 31620-0540, the **STATE PROPERTIES COMMISSION** (hereinafter "Tenant"), whose address is 270 Washington street, Suite 2129, Atlanta, Georgia 30334, on behalf of **TECHNICAL COLLEGE SYSTEM OF GEORGIA** ("Occupying Agency"), whose address is 1800 Century Place, Suite 400, Atlanta, Georgia, 30345-4304. Said Landlord, Tenant, and Occupying Agency are collectively referred to as the "Parties."

**1. PREMISES**

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, 22,223 square feet of office space located at 1676 North Elm Street, Sparks, Georgia 31647-7936 (hereinafter the "Premises"). Said Premises are more clearly identified on that drawing attached hereto as Exhibit A and incorporated herein by reference.

**2. RENT/UTILITIES**

In consideration for providing the Premises, Tenant shall cause the Occupying Agency to pay EIGHT HUNDRED TWELVE DOLLARS AND TWENTY-FIVE CENTS (\$812.25) per month to Landlord for occupying the Premises. Tenant shall cause Occupying Agency to be responsible for all telecommunication services, janitorial services, trash removal, and utilities, including water, electricity, gas, light, heat and power, and Landlord shall be responsible for all other expenses for said Premises, including but not limited to landscaping.

**3. ADDITIONAL RENT**

During the Term and any effective Renewal Term exercised by Tenant, Tenant shall reimburse the Landlord for any repairs or routine maintenance to the Premises, insurance of the Premises, and other expenses related to the provision of the Premises to the Tenant by the Landlord (hereinafter referred to as "Additional Rent"); provided, however, Tenant shall not be responsible for any Additional Rent in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00) during the Term or any one effective Renewal Term. Landlord shall be responsible for invoicing the Tenant for any Additional Rent, and Landlord shall include with each invoice all documentation in support of the incurrence of the expense to which the Tenant is responsible under this provision.

**4. USE OF PREMISES**

Landlord and Occupying Agency agree the Premises shall be used solely for office and classroom use, and the Premises shall only be occupied during Landlord's normal operating hours.

## **5. TERM**

This Agreement shall be for an initial term commencing on July 1, 2019 and ending on June 30, 2019, (hereinafter the "Initial Term") unless this Agreement shall sooner be terminated as hereinafter provided. If Tenant or Occupying Agency is not in default of any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for five (5) successive one (1) year renewal period(s) (hereinafter "Renewal Term(s)") provided Tenant gives Landlord at least forty-five (45) days written notice prior to the expiration of the Initial Term or the then current Renewal Term that Tenant elects to renew this Agreement, such Renewal Term to begin upon expiration of the Initial Term or the then effective Renewal Term; and all of the terms, covenants and provisions of this Agreement shall be applicable for the Renewal Term. The Initial Term and any and all effective Renewal Terms are collectively referred to as the "Term."

## **6. REPAIRS**

During the Term, Landlord, shall service, replace, keep and maintain in good order and repair each and every part and portion of the Premises. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of this provision.

## **7. INSURANCE**

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in Paragraph 3 hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and/or Occupying Agency further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency's fixtures, furnishings, equipment and personal property located in the Premises in an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

## **8. CANCELLATION FOR CONVENIENCE**

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties.

## **9. ABANDONMENT**

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event the Premises are abandoned by the Tenant or the Occupying Agency.

## **10. REMOVAL OF FIXTURES**

At any time before the expiration or earlier termination of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

## **11. NOTICES**

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated herein before, or at such other address as a party hereto may from time to time,

by notice the other Parties, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

## **12. SURRENDER OF PREMISES**

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord excepted.

## **13. ENTRY FOR INSPECTION BY LANDLORD**

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business.

## **14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT**

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant give s Landlord prior written notice thereof. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

## **15. RIDER**

A Rider, identified as "EXHIBIT B," is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

## **16. ENTIRE AGREEMENT**

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

**(Signatures begin on next page and remainder of page is intentionally blank)**

**IN WITNESS WHEREOF**, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered  
as to Landlord in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**LANDLORD:**  
COOK COUNTY BOARD OF  
COMMISSIONERS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
as to Tenant in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**TENANT:**  
STATE PROPERTIES COMMISSION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
as to Occupying Agency in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**OCCUPYING AGENCY:**  
TECHNICAL COLLEGE SYSTEM OF  
GEORGIA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

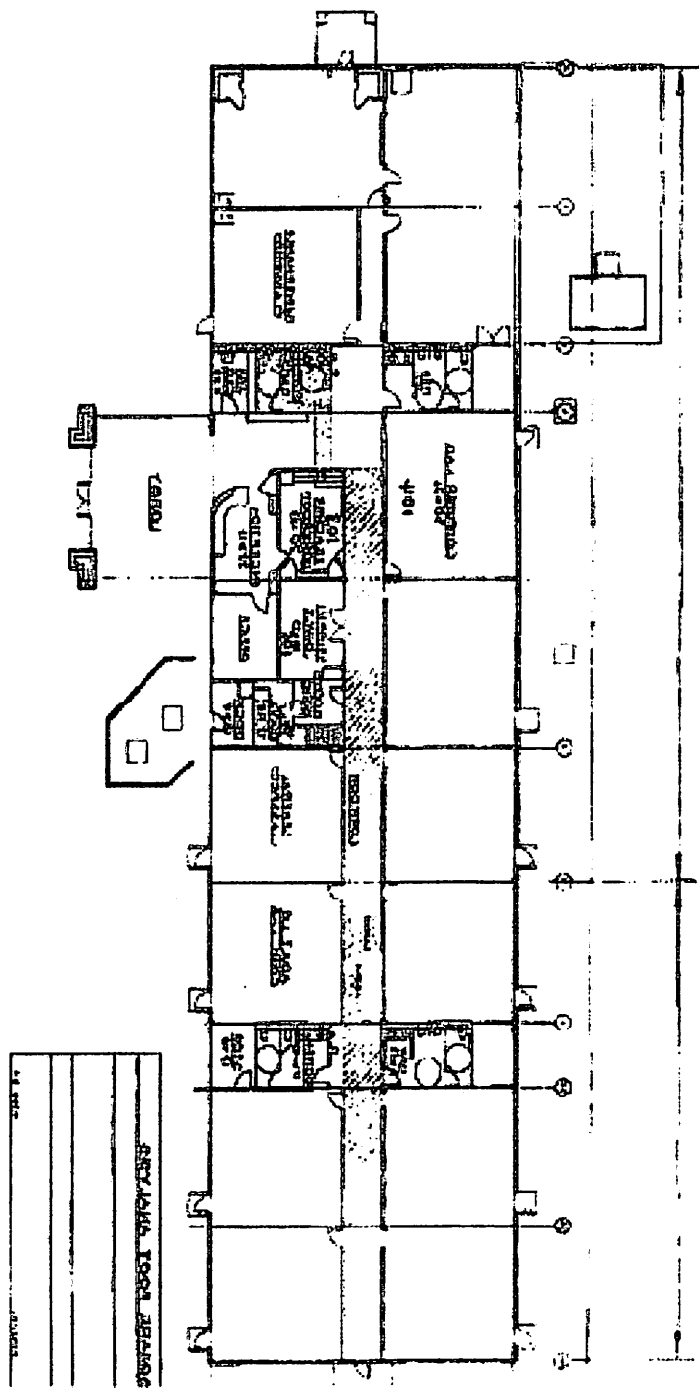
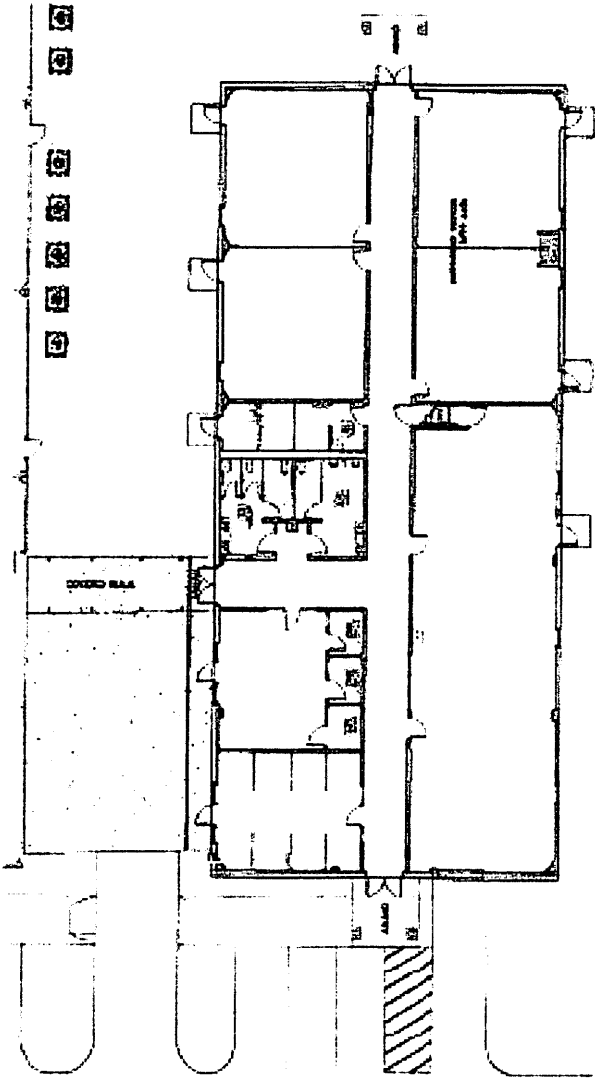


EXHIBIT A  
CONTINUED



1007A



## EXHIBIT B

### RIDER

This Rider shall be a part of the foregoing Lease Agreement (the "Agreement") by and between **COOK COUNTY BOARD OF COMMISSIONERS** as "Landlord," and the **STATE PROPERTIES COMMISSION** as "Tenant" and the **TECHNICAL COLLEGE SYSTEM OF GEORGIA** "Occupying Agency." In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement's Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from July 1, 2018 through the Commencement Date of this Agreement (the "At-Will Period"):

1. Tenant's Subtenant or the state entity occupying the Premises (the "Occupying Agency") continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
  - a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
  - b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.

**Landlord Notice Address:**

1200 S. Hutchinson Avenue, Adel, Georgia 31620

**Landlord Rent Address:**

1200 S. Hutchinson Avenue, Adel, Georgia 31620

### Repairs

Landlord shall commence work on the following repairs by December 31, 2020:

1. Parking lot seal coating and striping
2. Install handicap access signage on Building 200
3. Install railing on ramp on Building 200 (east entrance)
4. Affix building numbers/addresses to all buildings