



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2021-XXXX

Substitute

7/13/2021

Public Hearing: YES NO

Department: Public Safety

SUBJECT:

Commission District(s): All Commission Districts

Change Order No. 2 to Contract 06-900516 for Lease Agreement with ATC Watertown LLC

Information Contact: Major Douglas Bentley

Phone Number: (770) 724-7471

PURPOSE:

To consider approval of Change Order No. 2 to Contract 06-900516 for Lease Agreement with ATC Watertown LLC (Multiyear): for used by the E911 Department of Public Safety. This contract consists of the lease of tower communications located at 1809 Briarcliff Rd NE, Atlanta. Awarded to ATC Watertown, LLC. Not to exceed \$306,240.38

NEED/IMPACT:

Awarded by the BOC on December 19, 2006, the BOC approved a 15-year Lease Agreement for the Sheppard's Tower site and established a three-phase project upgrade to the site. On December 18, 2007, the BOC approved Amendment No. 1 to the contract that changed the number of antennas and height of one of the antennas for the microwave dish from the original contract terms. This request is to approve the Second Amendment to Lease Agreement to extend the term of the Agreement commencing on January 1, 2022 (the "Extension Term Commencement Date") for twelve (12) consecutive months. This Lease shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2022 and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Lease. This twelve-month agreement may be automatically renewed on an annual basis for fourteen (14) additional twelve-month terms, for a total lifetime Lease term of fifteen (15) years upon the same terms and conditions, as provided for in the Lease, unless previously terminated.

FISCAL IMPACT:

Funding for this lease will be supported thru the E911 fund on an annual base.

RECOMMENDATION:

Recommend approval of Change Order No. 2 to Contract 06-900516 for Lease Agreement with ATC Watertown LLC.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment (the "Second Amendment") to that certain Lease Agreement dated January 5, 2007 by and between Richland Towers - Atlanta, LLC and DeKalb County Georgia, as amended by that certain First Amendment to Lease Agreement dated December 18, 2007 (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between ATC Watertown LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Landlord") and DeKalb County Georgia, a political subdivision of the state of Georgia (the "Tenant") (collectively, the "Parties").

RECITALS

WHEREAS, Landlord owns a certain communications tower on a certain parcel of land located at 1809 Briarcliff Rd NE, ATLANTA, GA 30324-4610 more commonly known to Landlord as the ATLANTA - BRIARCLIFF T2 GA tower site (the "Site"); and

WHEREAS, Landlord and Tenant entered into the Agreement for the use of a certain portion of the Site; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Landlord and Tenant agree to extend the term of the Agreement commencing on January 1, 2022 (the "Extension Term Commencement Date"). The initial renewal term shall be for twelve (12) consecutive months. This Lease shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2022 and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Lease. This twelve-month agreement may be automatically renewed on an annual basis for fourteen (14) additional twelve-month terms, for a total lifetime Lease term of fifteen (15) years upon the same terms and conditions, as provided for in the Lease, unless previously terminated. .

The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term.

- 2) Effective upon January 1, 2022, the Rent shall be increased by Six Hundred Thirteen and 78/100 Dollars (\$613.78) per month for a total of \$12,889.35 (\$154,672.20 annually) ("Increased Fee") and adjusted pursuant to the Annual Escalator as set forth on Section 4 of this Second Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 3) Effective upon January 1, 2023, and each anniversary thereafter during the term, the Rent shall be increased by five percent (5%) ("Annual Escalator") as follows:

Year	Monthly	Annual
2023	\$13,533.82	\$162,405.81
2024	\$14,210.51	\$170,526.10
2025	\$14,921.03	\$179,052.41
2026	\$15,667.09	\$188,005.03
2027	\$16,450.44	\$197,405.28
2028	\$17,272.96	\$207,275.54
2029	\$18,136.61	\$217,639.32
2030	\$19,043.44	\$228,521.28
2031	\$19,995.61	\$239,947.35
2032	\$20,995.39	\$251,944.74
2033	\$22,045.16	\$264,541.95
2034	\$23,147.42	\$277,769.50
2035	\$24,304.79	\$291,657.50
2036	\$25,520.03	\$306,240.38

- 4) Landlord and Tenant agree and acknowledge that all future payments of the Rent shall be made to the Landlord at the following remittance address:

American Tower Corporation
29637 Network Place
Chicago, IL 60673-1296

- 5) The Parties agree that (i) a digital or electronic signature on this Second Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Second Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Second Amendment first be proven.
- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain Lease Agreement as of the day and year written below:

LANDLORD:
ATC WATERTWON LLC,
a Delaware limited liability company

TENANT
DEKALB COUNTY, GEORGIA, a political
subdivision of the state of Georgia

By: _

Signature

Name (Typed Or Printed)

Title

Federal Tax I.D. Number

By Dir.(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer DeKalb
County, Georgia

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

ATTEST:

BARBARA H. SANDERS-NORWOOD, CCC, CMC
Clerk of the Chief Executive Officer and Board of
Commissioners of DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)