



DeKalb County Government

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

Agenda Item

File ID: FileID

Substitute

April 9, 2019

Public Hearing: YES NO

Department: Recreation, Parks and Cultural Affairs

SUBJECT: Approval of the Boys and Girls Club of Metro Atlanta, Inc. rental agreement for portions of the Redan Recreation Center

Commission District(s): Districts 5 and 7

Approval of the Boys and Girls Club of Metro Atlanta, Inc. rental agreement for portions of the Redan Recreation Center

Information Contact: Chuck O. Ellis

Phone Number: 404-371-2475

PURPOSE:

To consider approval of the rental agreement between DeKalb County Government and the Boys and Girls Club of Metro Atlanta, Inc. for the use of portions of the Redan Recreation Center.

NEED/IMPACT [Click here to enter text.](#)

The Department of Recreation Parks and Cultural Affairs is requesting approval of the rental agreement with the Boys and Girls Club of Metro Atlanta, Inc. to provide after-school, summer camp and other services at the Redan Recreation Center located at 1839 Phillips Road, Lithonia, Georgia 30058. The agreement term shall be January 01, 2019 thru December 31, 2019, with an automatic renewal on January 1 of each year during the term for a total term of three years. The agreement calls for a fixed rental rate of \$1.00 annually and the tenant shall also pay the County an Annual Project Payment of \$20,000 per year to be set aside and used by the County to fund capital improvements, various events or other beneficial programming at the sole discretion of the County.

The Boys and Girls Club will operate a Weekday Afterschool Program between the hours of 2 p.m. and 6:30 p.m. at Redan Recreation Center when DeKalb County School System is in session and full days when the school system has school holidays and school breaks. The Boys and Girls Club will also offer a weekday Summer Camp from 7:30 a.m. to 6:00 p.m. Drop off for Summer Program participants will begin at 7:00 am.

The Boys and Girls Club will have use of Redan Recreation Center's multipurpose room, dance room, a portion of the reception desk, gymnasium, arts & crafts room, family waiting room, game room, and computer room while operating their programs. The weight room, upstairs classrooms and upstairs restrooms will be available to the public at all times the Premises are open.

FISCAL IMPACT:

No cost to the County

RECOMMENDATION:

To approve the resolution approving the rental agreement with the Boys and Girls Club of Metro Atlanta, Inc. and authorize the Chief Executive Officer to execute all necessary documents for implementation of the agreement.

**STATE OF GEORGIA
COUNTY OF DEKALB**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (this "**Agreement**") made and entered into this _____ day of _____, 2019, by and between the BOYS AND GIRLS CLUB OF METRO ATLANTA, INC., a nonprofit corporation, party of the first part, hereinafter called "Tenant," and DEKALB COUNTY, a political subdivision of the State of Georgia, party of the second part, hereinafter called "County."

NOW THEREFORE, for and in consideration of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tenant hereby agree as follows:

WITNESSETH:

I. PREMISES RENTED AND USE OF PREMISES

A. The County does hereby this day grant, demise and rent, upon the terms and conditions herein stated, unto the Tenant certain areas of the Redan Recreation Center (the "Center"), located at 1839 Phillips Road, Lithonia, Georgia 30058, DeKalb County, Georgia, which are limited to the Premises' multipurpose room, dance room, a portion of the reception desk, gymnasium, arts & crafts room, family waiting room, game room and computer lab and certain assigned office space (hereinafter the "Premises") during certain times as defined below. The Tenant does hereby this day rent and take from the County, upon the terms and conditions herein stated, for the uses stated herein, the Premises, as described above. This Agreement shall create the relationship of landlord and tenant between County and Tenant; no estate shall pass out of County; and Tenant has only a usufruct, not subject to levy and sale.

B. Tenant shall not use the Premises for any purpose other than for the operation of a Boys & Girls Club program and all ancillary uses in connection therewith, including without limitation education and recreation programming; and no use shall be made of the Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended

coverage insurance insuring the Premises. The Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. The Tenant further agrees not to sell, or permit to be kept for use, in or about the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

II. TERM

A. This term ("Term") of this Agreement shall begin on January 1, 2019. As required by O.C.G.A §36-60-13, this Agreement shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Tenant in accordance with the terms of this Agreement. Should the County, for any reason whatever, be unable to deliver possession of the Premises to the Tenant at the commencement of the Term as hereinbefore specified, this agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the County notice thereof. If either party terminates this Agreement, both parties shall thereafter be relieved of all obligations under this Agreement, except those that are specifically designated to survive the termination of this Agreement. Shall the Tenant elect not to exercise the aforestated option, then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the Term and the time the County delivers possession of the Premises to the Tenant.

B. Either party may **unilaterally** terminate this rental agreement, in whole or in part, for such party's convenience by delivering to the other party, with at least ninety (90) days' written notice, a termination notice specifying the nature, extent, and effective date of termination ("Notice of Termination"). Such Notice of Termination shall be delivered in accordance with Section XIX.D below. In any termination by the County under this provision, the County shall use reasonable efforts to address and accommodate functions and programs which have already been planned at the Premises.

III. FIXED RENTAL

The Tenant agrees to pay the County at such address or addresses as may be designated in writing from time to time by the County, the total fixed equal annual rental of One Dollar (\$1.00), for the use and rent of the Premises beginning on the first day of January, 2019, and payable on the first day of January of each year during the Term. In addition, Tenant agrees to provide education and recreation programming for the use and rent of the Premises as provided below and as otherwise agreed to by the parties from time to time:

A. Tenant shall pay to the County an "Annual Project Payment" in the amount of twenty thousand dollars (\$20,000.00) per year to be set aside and used by the County to fund capital improvements, various events, or other programming deemed beneficial to the Center at the sole discretion of the County. The first Annual Project Payment shall be made by the Contractor within six (6) months of the date of this Agreement. Thereafter, the Contractor shall remit its Annual Project Payment to the County no later than June 1st of each following year of this Agreement, if renewed in accordance with Section II.A of this Agreement. Tenant's failure to pay the Annual Project Payment shall be deemed a breach of this Agreement. The County will have the exclusive right to determine how the Annual Project Payment will be spent, but will endeavor to use the Annual Project Payment for capital improvement, various events or other programming deemed beneficial to the Center at the sole discretion of the County.

B. Tenant shall operate a Weekday Afterschool Program ("Afterschool Program") between the hours of 2 p.m. and 6:30 p.m. at the Premises on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays when the DeKalb County School System is in session and when the DeKalb County School System has school holidays and school breaks (collectively, the "Operating Hours"). Tenant will also offer a Summer Camp Program ("Summer Program," and together with the Afterschool Program, the "Program") between the hours of 7:30 a.m. and 6:00 p.m. at the Premises on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays when DeKalb County School System is on Summer Break (collectively, the "Summer Hours"). Drop Off for Summer Program participants will

begin at 7:00 am. The Premises will be closed on all County holidays, including January 1, New Year's Day; Third Monday in January, Martin Luther King's birthday; Third Monday in February, George Washington's birthday; Last Monday in May, Memorial Day; July 4, Independence Day; First Monday in September, Labor Day; November 11, Veteran's Day; Fourth Thursday in November, Thanksgiving Day; Friday immediately following Thanksgiving Day; December 25, Christmas Day. Whenever a legal holiday occurs on Saturday, the previous Friday will be observed. Whenever a legal holiday occurs on a Sunday, the following Monday will be observed.

C. Tenant will have use of the facility's multipurpose room, dance room, a portion of the reception desk, gymnasium, arts & crafts room, family waiting room, game room and computer lab between the hours of 2 p.m. and 6:30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays when the DeKalb County School System is in session and when the DeKalb County School System has school holidays and school breaks and between the hours of 7:00 a.m. and 6:30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays when the DeKalb County School System is on Summer Break. The Premises will be closed on all County holidays as delineated in Section III.B above. Tenant will also have exclusive use of one overhead file cabinet drawer in the front cubicle to which the Tenant may make lockable.

D. In addition to the above, with the exception of County staff, Tenant will have exclusive use of the Premises' downstairs restroom between the hours of 2 p.m. and 6:30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays when the DeKalb County School System is in session and when the DeKalb County School System has school holidays and school breaks and between the hours of 7:00 a.m. and 6:30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays when the DeKalb County School System is on Summer Break. The Premises will be closed on all County holidays as delineated above.

E. Tenant will not have access to the weight room, upstairs classrooms or exclusive use of the kitchen downstairs at the Premises, and the weight room, upstairs classrooms and upstairs restrooms will be available to the public at all times the Premises are open. If available, Tenant may have access to the athletic fields located within Redan Park. Tenant agrees to coordinate any of their

Program needs for the athletic fields within Redan Park with the Director of Recreation, Parks and Cultural Affairs (the "Director") or its designee.

F. Notwithstanding the above, in the event of an emergency, as determined by the Chief Executive Officer, the County may use the gymnasium and all facility restrooms at any time. The County endeavors to provide the Tenant's director at the Premises with adequate notice.

G. Tenant will not have access to the Premises prior to 2 p.m. and after 6:30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays when the DeKalb County School System is in session or prior to 7:00 a.m. and after 6:30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays when the DeKalb County School System is on Summer Break, nor will Tenant have access to the Premises on Weekends. At all times, the County will have access to the upstairs walking track, office, custodial closet, electric maintenance room and all common areas and the athletic fields located within Redan Park. The Redan Recreation Center Director shall be responsible for closing the Premises at the end of the day.

H. Tenant agrees to provide their own computers, monitors, servers, printers and internet service needed at the Premises for Program participants. Tenant agrees to secure all computer equipment owned by Tenant located at the Premises in a stand-alone cabinet purchased by the Tenant and used solely by the Tenant.

I. Tenant shall provide janitorial services at its portion of the Premises during the week. Janitorial Services shall be construed to mean performing the following services within the Common Area: (1) sweep vinyl, asphalt, vinyl, rubber or other composition floors; nightly on Monday through Friday (except for those holidays recognized by the County); sweep ceramic tile and brick floors and wash or scrub same as necessary; (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or

spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) wax and buff tile floors in office areas on an as needed basis; (10) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

J. Tenant agrees to be responsible for their own telecommunications.

K. Tenant agrees to provide programming to a maximum of 165 students at the Redan Recreation Center for the Program.

L. Tenant agrees to leave the areas of the Premises used by Tenant in clean and orderly condition at the conclusion of each day.

M. Tenant agrees to immediately notify the County of any safety, sanitary or maintenance issues at the Premises of which Tenant becomes aware. In addition, Tenant will immediately notify the County of any Program or Premises related issues known to Tenant that involve the police, fire rescue services, or the media.

N. In any material referencing the County's Agreement with Tenant, either party will include the following: "DeKalb County Recreation, Parks and Cultural Affairs in partnership with the Boys & Girls Clubs of Metro Atlanta."

O. The County and Tenant acknowledge that each party owns certain names, trademarks, service marks, copyrights and other intellectual property ("Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. It is understood that in promoting the Program, the County and Tenant may make various references to the activities and may display the Marks of the County and Tenant, and pictures of the activities. Tenant shall receive prior written approval from the Director before using the County's Mark or making reference to the County in any promotional material. The County shall receive prior written approval from Tenant before using Tenant's Mark or making reference to Tenant in any promotional material.

P. If either the County or Tenant reasonably determine that any work or activity performed by the County or its agents at the Premises creates a safety hazard or is inconsistent with

the Tenant Program, either party may suspend the Program upon notice to the other party. If either party suspends the Program for more than 60 days, this Agreement will automatically terminate and be of no further force or effect on the 61st day following such notice.

IV. INSURANCE REQUIREMENTS

Tenant shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$3,000,000.00 with respect to each accident or occurrence, and in the sum of \$500,000.00 for injury or damage to property, and the County shall be named as an additional insured under such policy or policies of insurance. In addition, Tenant shall furnish to the County within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to the County. Certificates must be executed in accordance with the following provisions:

- A. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement.
- B. Certificates to contain the location and the operations to which the insurance applies;
- C. Certificates are to be **issued** to:
 - DeKalb County, Georgia
 - The Maloof Center, Room 202, Purchasing & Contracting
 - 1300 Commerce Drive
 - Decatur, Georgia 30030
- D. An agreement that the policies certified will not be changed or canceled without thirty (30) days' prior notice to the County, as evidenced by return receipts of registered or certified letters.

E. Prior to ten (10) days before the expiration of any such certificate, Tenant shall deliver to the County a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to the County evidencing the required insurance coverage.

V. DESTRUCTION OF OR DAMAGE TO PREMISES

In the event the Premises, either prior to the commencement date of this Agreement or during the Term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the Premises shall not thereafter be repaired by the County at County's expense with reasonable promptness and dispatch, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the County notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall the Premises, either prior to the commencement date of this Agreement or during the Term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the County agrees that the Premises at the County's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises, there shall be fair abatement in the rent payable during the time such repairs or rebuilding are being made, such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Tenant in the Premises. Full rental shall again commence after notice of completion of the repairs and restoration of the Premises by the County. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the Premises are fit for occupancy by the Tenant. County agrees to notify Tenant within ten (10) days after such casualty as to whether County intends to pursue reconstruction on a prompt basis.

VI. CONDEMNATION

In the event, during the Term of this Agreement, the whole or any part of the Premises hereby rented shall be appropriated or taken by any State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purposes

hereinabove referred to shall be prohibited, the Tenant shall have the right to terminate this Agreement upon thirty (30) days' written notice to the County and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceeding, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time a portion of the Premises must be surrendered or whether it will remain in the Premises at the rental rate specified in this Agreement, including Tenant's providing professional services. To exercise this election, the Tenant must notify the County within ten (10) days after it is ultimately determined what portion of the Premises will be taken under such proceeding. The rights of the County shall in no way prejudice or interfere with any claim which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages, or otherwise, for destruction of or interference with the business of the Tenant in the Premises.

VII. HOLDING OVER

If Tenant remains in possession of the Premises after expiration of the Term hereof without County's acquiescence, or with County's acquiescence but without any express written agreement of the parties, Tenant shall be a tenant-at-will at the rental rate in effect at the end of this agreement; and there shall be no renewal of this agreement by operation of law. This provision shall not give Tenant any right to continue occupancy following the expiration of this Agreement except with the consent of County. Tenant shall be liable to County for all damages occasioned by such holding over, including any claims by any succeeding occupant of the Premises for delay caused thereby.

VIII. DEFAULT

Shall the Tenant at any time be in default in the payment of rent, or in the performance of any of Tenant's obligations under this Agreement, and fail to remedy such default within thirty (30) days after receipt of written notice thereof from the County, it shall be lawful for the County to enter and repossess said Premises, expel and remove the Tenant and its effects therefrom.

IX. REPAIRS AND MAINTENANCE

Tenant accepts the Premises in their “as-is”, “where-is” condition and as suited for the use intended by Tenant and County shall not be required to make any improvements to the Premises. Tenant shall be obligated to keep the interior of the Premises in good condition and repair, subject to County’s repair obligations delineated in this Agreement. Tenant shall immediately repair any damage to the Premises or common portions of the Property caused by Tenant or by any of Tenant’s employees, agents, customers, invitees or licensees, other than from ordinary wear and tear. If Tenant fails to commence repairs to the Premises after reasonable notice from the County, not to exceed thirty (30) days, the County may, at its option, make or cause such repairs or any replacements deemed necessary by the County, and Tenant shall be obligated to pay on demand the actual cost incurred by the County. County, at County’s sole cost and expense, shall be obligated to maintain and repair the roof, foundation, structural portions, exterior walls, roadways, stone-work, and the mechanical, electrical, and plumbing systems of the Premises. As soon as reasonably practicable after learning of any condition requiring repair by the County, Tenant shall report such failure, in writing, to County and failure to so report shall make Tenant responsible for damages resulting from defective conditions. All personal property upon the Premises shall be at the risk of Tenant only, and County shall not be liable for any damage thereto or theft thereof. County, at County’s sole cost and expense, shall be obligated to maintain the grounds of the Premises, including, but not limited to tree maintenance, mowing, planting, pruning, and other normal upkeep expenses. Tenant shall give to the County immediate written notice of any accident to or any defects in the Premises of which Tenant becomes aware, and such damage or defects shall be remedied with due diligence by the County at County's own expense.

X. ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS, OR ADDITIONS

County may enter the Premises at reasonable hours: to exhibit same to prospective purchasers or tenants; to inspect the Premises to see that Tenant is complying with all Tenants obligations hereunder; and to make emergency repairs, repairs required of County under the terms hereof, or repairs or modifications to any adjoining space.

XI. UTILITIES

County shall furnish, without additional charge, all water, sewerage, gas, and electricity used by the Tenant while occupying the Premises. County shall provide heating and air conditioning reasonably adequate for the comfort of Tenant's personnel and clients. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas, fuel, oil, coal, light, heat and power or any other utility. In the event of interruption in the water, electricity, gas, fuel, oil, light, heat, air conditioning and power service, County will proceed with all due diligence to restore same. Tenant may terminate this Agreement if such service has not been restored within ten (10) business days.

XII. REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

Without the express written consent of the Chief Executive Officer of the County (or his or her designee) first having been had and obtained, the Tenant may not make any improvements, erections or alterations as are necessary to adapt the Premises for the operation of the Program at the Premises; such requests for consent will be promptly reviewed and will be deemed approved if no action is taken within thirty (30) days after the date the request was submitted. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable furniture and personal property of Tenant) made in or upon the Premises, either by Tenant or County, shall be County's property, and shall remain upon the Premises at the termination of the Term by lapse of time or otherwise, without compensation to Tenant.

XIII. INDEMNIFICATION

As between the County and the Tenant as the other party, the Tenant shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error, or omission of the Tenant, or the negligent act of the Tenant or its subcontractors or any of their officers, agents, servants, or employees, or sustained on the Premises or in any way arising out of the use and occupancy of the Premises in connection arising from this Agreement. The Tenant shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Tenant expressly agrees to defend

against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

XIV. ABANDONMENT OF RENTED PREMISES

During the Term of this agreement, Tenant agrees not to abandon or vacate the Premises, except as expressly permitted hereunder.

XV. WASTE AND NUISANCE

Tenant shall not commit, or suffer to be committed any waste upon the Premises or any nuisance.

XVI. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy the Premises, or any portion thereof, without the consent of County first having been obtained in writing. Any such assignment or subletting without such consent shall be void, and shall, at the option of County, on ten (10) days' notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not destroy this provision, and all later assignments and/or sublettings shall likewise be made only on prior written consent of County.

**XVII. EFFECT ON ASSIGNMENTS AND SUBLETTING WHEN TENANT SURRENDERS
RENTAL PROPERTY**

The voluntary or other surrender of this Agreement by Tenant, or a cancellation thereof, shall not work a merger, and shall, at the option of County, terminate all or any existing sublets or subtenancies, or may, at the option of County, operate as an assignment to him of any or all such sublets or subtenancies.

XVIII. SURRENDER OF PREMISES

At termination of this Agreement, Tenant shall surrender the Premises and keys thereof to County in the same condition as at commencement of the Term, natural wear and tear only excepted.

XIX. MISCELLANEOUS

A. PARAGRAPH HEADINGS

The brief paragraph headings following the numerals in this Agreement are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

B. DEFINITIONS

1. The word "Tenant" as used in this Agreement shall be construed to mean Tenants in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.
2. The word "Premises" as used in this rental agreement shall include not only the particularly above-described Land but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.
3. Any and all references to the "Term" of the agreement contained within this Agreement shall include not only the original term but also any renewal or extension of the original term.

C. TIME IS OF ESSENCE

All time limits stated in this Agreement are of the essence of this Agreement.

D. SERVICE OF NOTICE

All notices, statements, demands, requests, consents, approvals, or authorizations, hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid or by overnight courier service and addressed as follows: To Tenant – Boys and Girls Club of Metro Atlanta, Inc., c/o Executive Director, 1275 Peachtree Street NE, #500, Atlanta, Georgia 30309; To County -

Executive Assistant, DeKalb County, Georgia, 1300 Commerce Drive, 6th Floor, Decatur, Georgia 30030. All notices sent to the above address shall be binding upon the addressee unless the address of said addressee is changed in writing to the other party.

E. BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the Tenant. Whenever a reference to Tenant is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of Tenant, the same as if in each case expressed.

F. WAIVER OF RIGHT

The waiver by County, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

G. INVALIDITY OF PROVISION OR PORTION OF PROVISION

Should any provision or portion of such provision of this Agreement be held invalid, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

H. ENTIRE AGREEMENT

This Agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations

or inducements either oral or written, between the parties other than are set forth. It is further understood and agreed that 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 parties to this Agreement. Except as otherwise set forth in Section I above, all amendments to this Agreement shall be agreed to and executed by the County's Board of Commissions.

I. NON-BINDING EFFECT ON FUTURE GOVERNING AUTHORITIES, ETC.

Nothing in this Agreement shall be construed as binding on any future governing authorities of DeKalb County to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983.

J. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

K. JUDICIAL INTERPRETATION

Should any provision of this rental agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

FINAL EXECUTION COPY
March 29, 2019

IN WITNESS WHEREOF, County and Tenant have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**BOYS & GIRLS CLUBS OF METRO
ATLANTA, INC.**

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

CHUCK O. ELLIS, Director
Recreation, Parks & Cultural Affairs

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)