

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the **DAY LEAGUE, INC**, a Georgia non-profit corporation, (hereinafter called the “TENANT” or “LESSEE”) and **DEKALB COUNTY**, a political subdivision of the State of Georgia, hereinafter called the “COUNTY” OR “LESSOR”).

WHEREAS, Day League, Inc. is a non-profit agency dedicated to providing support and resources to citizens who may be victims of certain crimes within the County; and

WHEREAS, the County is the owner of the 1950 West Exchange Place, Tucker, Georgia 30084; and

WHEREAS, the Parties desire to enter into an agreement to use space for the public benefit and the public purposes stated herein.

NOW THEREFORE, for and in consideration of the mutual agreement and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and Lessee hereby agree as follows:

WITNESSETH:

I. PREMISES RENTED AND USE OF PREMISES

County does hereby rent and Lease to Lessee the following described space (hereinafter called "Premises" or “Offices”) at 1950 West Exchange Place. The Premises shall consist of approximately 9000 rentable square feet and the Lessee’s designated space is shown on the Floor Plan of the Premises attached hereto as **Exhibit B**.

The Premises shall be used for office and related purposes for DeKalb County and no other. 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.

II. COMPLETION OF IMPROVEMENTS AND TERM

The term of this Lease shall begin on _____. Subject to and upon the conditions set forth herein, or in any exhibit or addendum hereto, this Lease, upon the complete execution by all parties, is for a term of twelve (12) months, to begin the date said completed offices are ready for occupancy and accepted by Lessee. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year it was executed and at the close of each succeeding calendar year it may be renewed, as required by O.C.G.A. § 36-60-13, as amended, unless earlier terminated in accordance with the termination provisions of this Agreement.

This Lease may be automatically renewed for four (4) successive one (1) year periods following the expiration of the initial term, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated by the Lessee.

III. FIXED RENTAL

As full payment for the faithful performance of this Agreement, the AGENCY agrees to pay the COUNTY an amount not to exceed one dollar (\$1.00) for the term of this Lease Agreement, unless changed by written Change Order in accordance with the terms of Agreement. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to AGENCY or the Contract Term. The County's Chief Executive Officer or his/her designee shall have authority to approve all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount is less than \$100,000.00. If the original contract or purchase order price does not exceed \$100,000.00, but the Change Order will make the total price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change Orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time, and/or total cost not exceeding \$100,000 may be approved by the Chief Executive Officer or his designees in the same manner as the original contract.

IV. STIPULATIONS

The stipulations, provisions, covenants, agreements, terms and conditions in Exhibit A attached to this rental agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms and conditions attached hereto and marked Exhibit A are hereby incorporated herein and made a part of Article IV of this lease agreement by reference.

V. OPEN RECORDS ACT

Lessee shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

IN WITNESS WHEREOF, County and Tenant have hereunto executed, signed, and delivered this agreement in triplicate the day, month, and year first above written; each of the said parties keeping one of the copies hereof.

DAY LEAGUE, INC.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

Signed, sealed and delivered in the presence of:

(Seal)

Notary Public

My Commission Expires:

APPROVED AS TO SUBSTANCE:

Department Director

_____ by Dir. (SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

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

Signed, sealed and delivered in the presence of:

(Seal)

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

EXHIBIT A
STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS, TERMS AND
CONDITIONS OF LEASE AGREEMENT

1. CONSTRUCTION & VENUE

This lease shall be construed under the laws of the State of Georgia. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits and causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

2. PARAGRAPH HEADINGS

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

3. DEFINITIONS

- A.** The word “Tenant” as used in this rental 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.
- B.** The word “Landlord” as used in this lease agreement shall be construed to mean one who leases property to another and Landlord in all cases where there is more than one Landlord, 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.
- C.** The word “Premises” as used in this rental agreement shall include not only the particularly above described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.
- D.** Any and all references to the “Term” of the agreement contained within this rental agreement shall include not only the original term but also any renewal or extension of the original term.

4. TIME IS OF ESSENCE

All time limits stated in this rental agreement are of the essence of this agreement.

5. SERVICE OF NOTICE

All notices, statements, demands, requests, consents, approvals, or authorizations, here-under given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

Landlord: DeKalb County, Georgia
Attention: Executive Assistant
The Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Copy to: Office of the DeKalb County District Attorney
Stone Mountain Judicial Circuit
556 N. McDonough Street
Decatur, Georgia 30030

Tenant: Day League, Inc.
204 Church Street
Decatur, GA 30030

6. COVENANT OF TITLE AND QUIET ENJOYMENT

Landlord covenants that Landlord is seized of the said Premises in fee simple absolute. Landlord agrees that the Tenant, upon paying the rents and keeping the stipulations, provisions, covenants, terms, agreements and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said Premises hereby rented for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatsoever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, posses, enjoy and occupy said Premises hereby rented, with all improvements for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

7. CHANGE IN OWNERSHIP OF PREMISES

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no charge or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

8. BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this rental 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 respective parties hereto. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of Landlord, the same as if in each case expressed.

9. LANDLORD'S FAILURE TO DELIVER PREMISES AT COMMENCEMENT OF TERM

Should the Landlord, for any reason whatsoever, be unable to deliver possession of the said rental Premises to the Tenant at the commencement of said 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 Landlord notice thereof. Should 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 said term and the time the Landlord delivers possession of the Premises to the Tenant.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

In the event said demised Premises, either prior to the commencement date of this rental 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 said Premises shall not thereafter be repaired by the Landlord at Landlord's expense with reasonable promptness and dispatch, then this rental agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall said Premises, either prior to the commencement date of this rental agreement or during the term thereof, be partially destroyed, by any cause whatsoever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the Premises at the Landlord'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 said Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Landlord. 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 or until for occupancy by the Tenant. Landlord agrees to notify Tenant within ten (10) days after such casualty as to whether Landlord intends to pursue reconstruction on a prompt basis.

11. INSURANCE

Landlord shall and will, at Landlord's own cost and expense, keep the premises insured against loss or damage by fire and other casualties, for not less than the amount the premises were last assessed for the purpose of taxation. Said insurance shall be placed with solvent, incorporated insurance companies licensed to do business in the State of Georgia. Landlord shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect.

12. USE OF PREMISES AND INSURANCE REQUIREMENTS

Tenant shall not use said premises for any purpose other than the public functions and facilities for which the said premises are hereby rented; and no use shall be made of said 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 said premises. The Tenant further agrees not to sell, or permit to be kept for use, in or about said premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

13. CANCELLATION OF RENTAL AGREEMENT BY COUNTY

The County may **unilaterally** terminate this rental agreement, in whole or in part, for the County's convenience, or because of failure of the Landlord to fulfill the obligations of this rental agreement **in any respect**. The County shall terminate, by delivering to the Landlord, with at least ninety (90) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Landlord, addressed as follows:

Day League, Inc.
204 Church Street
Decatur, GA 30030

All notices sent to the above address shall be binding upon the Landlord unless said address is changed by the Landlord in writing to the County.

Shall the Tenant at any time be in default in the payment of rent, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this rental agreement, and fail to remedy such default within twenty (20) days after receipt of notice thereof from the Landlord, it shall be lawful for the Landlord to enter and repossess said premises, expel and remove the Tenant and its effects therefrom.

Notwithstanding the above, the County shall not terminate this agreement within twelve months of execution.

14. HOLDING OVER

Any holding over, or continued use and/or occupancy by the Tenant, of the rented premises after the expiration of this rental agreement shall operate and be construed as a tenancy at will at the same monthly rate of rent set out above and under the same terms and conditions in force at the expiration of the agreement.

15. CONDEMNATION

In the event, during the term of this rental agreement, the whole or any part of the premises hereby rented shall be appropriated or taken by any Municipal, County, 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 immediately terminate this rental agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the premises. When only a portion of the demised 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 rental agreement at the time a portion of the demised premises must be surrendered or whether it will remain in the demised premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus acquired to the total square feet originally contained in the demised premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the premises will be taken under such proceeding. In the event the Tenant elects to remain on the premises under the condition set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Landlord 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 demised premises.

16. RUBBISH REMOVAL

Tenant, at Tenant's expense, shall (i) keep the Premises clean, both inside and outside and shall see that all ashes, garbage, trash, excelsior, and all other refuse is removed from the said Premises.

17. REPAIRS AND IMPROVEMENTS

A. REPAIRS BY LANDLORD:

During the term of this rental agreement, Landlord shall, at Landlord's sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing demised premises together with any improvements or additions the Landlord might install in or place upon the demised premises in the course of the term of this rental agreement, including but not limited to the HVAC system and the roof. Landlord agrees that any services, replacement, or repairs made by Tenant, to the existing premises or to any improvements or additions made by the Landlord, shall not be construed as a waiver by the Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements to or on the demised premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. In the event that Tenant makes an emergency repair to avoid damage to the personnel or

property of Tenant, where Landlord has not promptly acted to make such repair, Tenant may deduct cost thereof from future rental payments.

B. REPAIRS BY TENANT:

Tenant agrees to maintain overhead lighting and bulb replacement.

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

Tenant shall permit Landlord and Landlord's agents or employees, to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

19. JANITORIAL SERVICES

Janitorial services for general cleaning of the leased premises shall be provided by Tenant, at no expenses to Landlord, as hereinbefore stated.

20. LANDSCAPING AND UTILITIES

The Tenant shall be responsible for outside landscaping and the payment of all water, heat and air conditioning, power and utility services. No deduction shall be made from the rent due to the stoppage in the service of water, air conditioning or heat and power thereto, and any and all other utilities, unless caused by the act of the Landlord. In the event of interruption of all such utilities by the Landlord, the Landlord will proceed with all due diligence to restore same. Tenant may terminate this lease if such services have not been restored within ten (10) consecutive business days after notice thereof has been given to Landlord.

21. NOTICE TO LANDLORD OF DAMAGE OR DEFECTS

Tenant shall give to the Landlord prompt written notice of any accident to or any defects in the said Premises and such damage or defects shall be remedied with due diligence by the Landlord at Landlord's own expense; unless caused by the negligence of the Tenant, its employees, agents or representatives.

22. TAXES AND ASSESSMENTS

Landlord, during said term of this rental agreement, agrees, and covenants to pay off, satisfy and discharge, as they become due, all assessments, taxes, levies and other charges, general and special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and charged upon the Premises herein demised and rented.

23. TERMITES, RODENTS AND PESTS

Tenant shall, at Tenant's own expense provide pest control for the rented area.

24. REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

With the express consent of the Landlord first having been had and obtained, the Tenant may make, at Tenant's own expense, such improvements, erections and alterations as are necessary to adapt the Premises for the conduct of the Tenant's business. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable furniture of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall be Landlord's property, and shall remain upon the Premises at the termination of said term by lapse of time or otherwise, without compensation to Tenant.

25. REMOVAL OF FIXTURES BY TENANT

At any time before the expiration or termination of this agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the demised premises.

26. NO WAIVER

No failure or delay of Landlord to exercise any right or power given it herein or to insist upon strict compliance by lessee with any obligation imposed on it herein, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord of any right it has herein to demand strict compliance with the terms hereof by lessee. No officer, agent, or employee of Landlord has or shall have any authority to waive any provision of this lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

27. ENTRY FOR CARDING, ETC.

In the event that Tenant does not exercise the renewal or extension option provided above, then it is agreed that the Landlord may, within sixty (60) days next preceding the expiration of the term of this agreement, card premises advertising and said premises "For Sale" or "For Rent". Landlord may enter the premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

28. ABANDONMENT OF RENTED PREMISES

During the term of this agreement, Tenant agrees not to abandon or vacate the Premises without cause, subject however to the provisions of paragraph 32 herein.

29. WASTE AND NUISANCE

Tenant shall not commit, or suffer to be committed any waste upon the said Premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which demised Premises may be located.

30. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this rental agreement, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said premises, or any portion thereof, without the consent of Landlord first having been obtained, except that Tenant may make subleases and assignments to other agencies of DeKalb County without Landlord's approval or consent. However, it is agreed by the parties hereto that Landlord shall not unreasonably withhold such consent. Any such assignment or subletting without such consent should be void, and shall, at the option of Landlord, on twenty (20) days' notice to Tenant, terminate this rental agreement. Consent to one assignment and/or subletting shall not destroy this provision, and all later assignments and/or subletting shall likewise be made only on prior consent of Landlord, which consent shall not unreasonably be withheld.

31. EFFECT ON ASSIGNMENTS AND SUBLETTING WHEN TENANT SURRENDERS RENTAL PROPERTY

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

32. SURRENDER OF PREMISES

At termination of this agreement, Tenant shall surrender the Premises and keys thereof to Landlord in the same condition as at commencement of the term, natural wear and tear, damage by fire, acts of God, the elements, or other casualties, condemnation and/or appropriation and damage or defects arising from the negligence or default of the Landlord excepted.

33. 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.

34. SEVERABILITY

If any clause or provision of this lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulations of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this lease shall not be affected thereby, unless such invalidity is, in the sole determination of Landlord, essential to the rights of both parties, in which event Landlord has the right to terminate this lease on written notice to Lessee.

35. ENTIRE AGREEMENT

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

October 12, 2020

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 rental agreement shall be binding upon the parties herein unless reduced to writing and signed by all parties to this rental agreement.

EXHIBIT B

Designated space for each Tenant

- GCCA
- D.L
- DA Landing Space
- IWH

Remaining uncolored space is common space for all tenants



FLOOR PLAN WITH FURNITURE



LeVino • Jones

Medical Interiors Inc.

5064 Roswell Road
Suite C-101
Atlanta, Georgia 30328
Tel: (404) 459-9411 Fax: (404) 459-9412

REVISIONS

NO DIMENSIONS OR INFORMATION OF RECORD IS SHOWN AND ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PROJECT TITLE/LOCATION:

DEKALB COUNTY
FAMILY DAY
CONSTRUCTION CENTER
1950 W. EXCHANGE PLACE
TUCKER, GA 30084

DRAWING:

FLOOR PLAN
WITH FURNITURE

ISSUED:

FOR
PERMIT &
CONSTRUCTION

DATE: 03/20/14