



DeKalb County Government

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

Agenda Item

File ID: 2018-1933

Substitute

5/8/2018

Public Hearing: YES NO

Department: Facilities Management

SUBJECT: Amendment to A.R.T. Station Lease Agreement

Commission District(s): All

Amendment No. 1 – No cost to the County

Information Contact: Clyde Stovall, Facilities

Phone Number: 404-678-4002

PURPOSE:

To consider approving a Lease Amendment between DeKalb County and A.R.T. Station to extend the existing building lease for the property located at 5384 Manor Street and Second Street, Stone Mountain, Georgia.

NEED/IMPACT:

This Amendment would extend the current Lease Agreement by fifteen (15) additional one-year terms through 2032 with the option to terminate for convenience.

FISCAL IMPACT:

None.

RECOMMENDATION:

To approve the attached Lease Amendment and authorize the Chief Executive Officer to execute all necessary documents.

STATE OF GEORGIA
COUNTY OF DEKALB

AMENDMENT NO. 1
TO
CONTRACT NO. 09-800662

THIS AMENDMENT by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”); and A.R.T. Station, Inc., a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as the “Tenant”).

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Lease Agreement dated January 1, 2010 (DeKalb County Contract No. 09-800662) (hereinafter referred to as the “Agreement” or “Contract”) for the bulding located at 5384 Manor Street, and Second Street, Stone Mountain, GA 30083;

WHEREAS, the County and the Contractor desire to amend that said Lease Agreement to extend the date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

The Contract is hereby amended by deleting the section titled “TERM” in its entirety and replacing that section as follows:

TERM

This lease agreement is a multi-year agreement for twenty-two (22) successive calendar-year terms within the meaning of O.C.G.A § 36-10-13, and it is intended by the Parties to be construed in accordance with that statute. The first calendar-year term shall commence on the date of execution above and shall terminate at the close of the calendar year 2010. Thereafter, this Agreement shall be renewed automatically for an additional twenty-two-calendar-year terms unless positive action is taken by the County to terminate at the end of any particular calendar year, the last such calendar-year ending at the close of the calendar year 2032. In order for termination at the end of the then-current year to be effective, it must be made in writing by the County and sent to Tenant A.R.T. Station as provided in the “Service of Notice” section below no later than thirty (30) days prior to the end of the calendar year for which the notice effects termination.

Either party may unilaterally terminate this lease agreement, in whole or in part, for such party’s convenience by delivering to the other party with at least ninety (90) days’ notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Such Notice of Termination shall be delivered in accordance with Paragraph 7 below. In any termination by the County under this provision, the County will give fair consideration to addressing and accommodating functions and programs which already been planned at the Premises.

4-23-18

II. NO ADDITIONAL MODIFICATION. All other terms and conditions of the Contract remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 1 shall govern over any inconsistent terms and conditions contained in the Agreement.

III. IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on this ____ day of _____, 20__.

A.R.T. Station, Inc.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

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

Name (Typed or Printed)

Date

Title

Date

ATTEST:

ATTEST:

Signature

BARBARA SANDERS-NORWOOD, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Date

4-23-18

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of **A.R.T. Station, Inc.** hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Lease Agreement for the building located at

5384 Manor Street and Second Street, Stone Mountain, Georgia 30083

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20__.

_____(CORPORATE SEAL)
(Secretary)