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**Board of Commissioners
 Agenda Item Transmittal Form
 Procurement/Contract Transmittal Form**

Type of contract: 1 year Multi-year Single Event **Contract #:**
BOC Approval Date:

<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information
Contact Name: Andrew Hammer Department: General Services Project Title: Lease for Restorative Justice Complex @ 2800 HW 138 Conyers, Ga 30094, Suite B Funding Account Number: General Fund - Revenue <i>13</i> Contract amount: \$600 per month + utilities Contract Type: Goods <input checked="" type="checkbox"/> Services <input type="checkbox"/> Grant <input type="checkbox"/> Contract Action: New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Change Order <input type="checkbox"/> Original Contract Number:	Vendor Name: Grit & Grace Address: 1400 Parker Rd Address: Conyers, GA 30094 Email: <u>Bbookman1111@aol.com</u> <u>gritandgracerco@gmail.com</u> Phone #: 912-656-9566 Contact: Bill Carruthers Term of contract: <i>2 per quarter</i> 3 years, starting 1/1/25

Chief Financial Officer Signature	Procurement Manager Signature
I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Syng</i> <u>12/5/2024</u> Signature: Date:	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. _____ Signature: Date: <i>Jim Malone</i> <u>12/5/24</u>

Detailed Summary of Contract:

The existing space located at the following:
 Restorative Justice Complex (RJC)
 2800 Ga 138 Conyers, Ga 20094
 Suite B, 4,888 square feet

Will be leased to Grit and Grace Recovery Community Organization, according to the terms and conditions described in the lease documents. The term will be 3 years beginning on January 1, 2025.

Department Head/Elected Official Signature: _____ **Date:** 12/4/24

2024-650



LEASE MEMORANDUM OF AGREEMENT

Rockdale County Board of Commissioners

December 5, 2024

PARTIES

This LEASE MEMORANDUM OF AGREEMENT ("Agreement"), created on December 5, 2024, is executed between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its board of Commissioners, hereinafter referred to as "Lessor"; and Grit & Grace Recovery Community Organization, hereinafter referred to as "Lessee".

SCOPE OF LEASE

The Lessor hereby agrees to lease the property situated at 2800 GA 138; Conyers, Ga 30094 ("Leased Property").

The purpose of this Agreement is to outline the terms and conditions of the Lease Agreement between the Parties.

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, hereinafter called "Premises", to wit:

Restorative Justice Complex (RJC)
2800 Ga 138 Conyers, Ga 20094
Suite B 4,888 square feet

Together with all improvements, tenements and appurtenances, thereunto belonging or in any ways appertaining, including the right of agreement thereto and therefrom at all times. The Tenant does hereby this day rent and take from the Landlord, upon the terms and conditions herein stated, for the use of its Mental Health, Intellectual and Developmental Disabilities, Alcohol and Other Drug Services administrative functions and facilities, those certain premises, more fully described above, together with all the improvements, tenements and appurtenances, thereunto belonging or in any ways appertaining, including the right of ingress and egress thereto and therefrom at all times.

2. Term:

The initial term of this Lease shall commence on January 1, 2025, and shall continue until December 31, 2026. Lessee shall have three (3) successive options to renew this Lease following the expiration of the initial term for a renewal term, in the case of each option, of two (2) years, commencing on January 1 and ending the following December 31, on the same rental during each renewal term as during the initial term subject to such adjustments to such rental provided in Paragraph 3.B to exercise said options, Lessee shall give written notice to Lessor at least ninety (90) days prior to the end of the then current term. Lessee shall not have the right to exercise any option to renew if this Lease has been terminated or

if at such default within ten (10) days after notice from Lessor after Lessor's receipt of Lessee's notice of renewal.

3. Rental: To cover the costs of the maintenance items outlined below, Lessee agrees to pay Lessor promptly for each month during the Lease term without demanding the following rental:
Lessor and Lessee agree the Base Rental stated herein for monthly rental of the premises is six hundred dollars and no cents (\$600.00)
4. Utility bills: Lessee shall pay for water, gas, electricity, fuel, light, heat and power bills for leased premises according to its occupied percentage of total area which would be 36%, to be billed by the county finance department and paid at the beginning of each month, or used by Lessee in connection therewith. If Lessee does not pay the same, Lessor may pay the same and such payments should be added to the rental of the premises.
5. Maintenance:
Lessor shall be responsible for providing the following as part of this lease:
 - a. One 8 cubic yard dumpster for common usage by all building tenants to be emptied once per week
 - b. Monthly landscape maintenance of entire site to include grassed areas, mulch or straw islands and beds, tree pruning and shrubbery
 - c. Site lighting and power
 - d. Monument signage and power including providing insert into existing sign with tenant supplied graphics and verbiage
 - e. Parking lot striping, signage, and maintenanceLessee is responsible for providing the following as part of this lease:
 - f. Custodial services to include internal suite area and to keep its portion of the exterior free from debris and trash
 - g. Graphics and verbiage in vector format for county installation on monument sign
6. Use of premises:
 - a. Premises shall be used for office and service operations of the Lessee.
 - b. Premises shall not be used for any illegal purposes, 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 premises.
 - c. If the insurance rate is increased by any act of Lessee, Lessee will reimburse Lessor in whatever amount the insurance premium is increased.
 - d. Lessee will not sub-lease the space without express written permission from the county representative.
 - e. Parking shall be on a first come first serve basis shared with the other suites in the facility. Therefore, Lessee will not designate any reserved parking spaces near its suite or anywhere on property without express written permission from the Lessor representative.


7. Repairs by Lessee: Lessee shall, at its own expense, keep and maintain the said premises in good order and repair except portions of the premises to be repaired by Lessor under terms in Paragraph 7 & 8 hereinafter set out. Lessee also agrees to return said premises to lessor under expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earthquake or other casualty alone expected. Minor repairs such as stopped drains, heating elements in stove or dishwasher, interior light bulbs or fixtures, fitting of doors and windows and broken glass shall be born by the Lessee.
8. Repairs by Lessor: Lessor agrees to keep in good repair the roof, exterior walls, lights and doors, exclusive control of premises and shall be under no obligations to inspect said premises.
9. Destruction of or Damage to Premises: If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for between Lessor and Lessee as of that date. If premises are damaged, but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Lessor shall restore premises to substantially the same conditions as before damage as speedily as practicable, whereupon full rental shall recommence, provided, further, however that if the damage shall be so extensive that the same cannot be reasonably repaired and restored within six (6) months' time from date of the casualty, then either Lessor or Lessee may cancel this lease by giving written notice to the other party within thirty (30) days from the date of such casualty.
10. Governmental Orders: Lessee agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of said premises. Lessor agrees to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of said premises. Lessor agrees to promptly comply with any such requirements if not made necessary by reason of Lessee's occupancy. It is mutually agreed, however, between Lessor and Lessee, that if in order to comply with such requirements, the cost to the Lessor or Lessee, as the case may be, shall exceed the sum equal to three (3) months rent, the Lessor or Lessee who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination of the other party by certified mail, which termination shall become effective thirty (30) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving notice unless party receiving such notice of termination shall, before, termination becomes effective, pay to party giving notice all cost of compliance in excess of three (3) months rent, or secure payment of such sum in manner satisfactory to party giving notice.
11. Condemnation: If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by an legally constituted authority for any public use or purpose, then in either of said events the terms hereby granted

18. Governing Law: This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

THIS LEASE contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

Grit & Grace Recovery Community
Organization



Signature

Bill Carothers

Name (Print)

Executive Director

Title

Rockdale County, Georgia
Board of Commissioners

By: _____
Oz Nesblitt, Sr., Chairman

By: _____
Sherri L. Washington, Post 1

By: _____
Dr. Doreen L. Williams, Post 2

Attest:
By: _____
Jennifer Rutledge, County Clerk

Approved as to form:
By: _____
M. Qader A. Baig, County Attorney

