

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Request Renewal of Rental Agreement Between Habersham County and State Properties Commission – 217 Scoggins Drive NE, Demorest, GA 30535

DATE: March 6, 2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL - \$919.68/Annual Rental Revenue

() OTHER

CAPITAL -

COMMISSION ACTION REQUESTED ON: March 16, 2026

PURPOSE: The purpose of this agenda item is to seek approval from the Board of Commissioners to renew a rental agreement with the State Properties Commission for Veteran Services in the amount of \$919.68 annually in rent at 217 Scoggins Drive NE, Demorest, GA 30535.

BACKGROUND / HISTORY: Habersham County Board of Commissioners owns the building located at 217 Scoggins Drive NE, Demorest, GA 30535 known as the Health Department Building. This is where Habersham County Veteran Services has been located since 2019 at which time they entered into an agreement with Habersham County in the amount of \$76.64 monthly to rent space. Since the Habersham County Health Department is not required to pay rent at this building but is required to pay all utilities, Habersham County sends the Veteran Services monthly rent amount to the Health Department to cover their nominal utility usage.

The attached agreement between Habersham County Board of Commissioners and the State Properties Commission is a renewal of the original agreement from 2019. This agreement is for July 1, 2025 through June 30, 2026 with automatic rental renewal for 1 year periods for 5 additional years as long as neither party opts to terminate the agreement.

FACTS AND ISSUES:

- Veteran Services has been renting space at 217 Scoggins Drive NE, Demorest, GA 30535 since 2019.
 - This agreement is a renewal of the 2019 agreement with an addition of 1 year renewals for 5 years as long as neither party terminates the agreement.
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OPTIONS:

- 1) Approve to Renew Rental Agreement Between Habersham County Board of Commissioners and the State Properties Commission at 217 Scoggins Drive NE, Demorest, GA 30535.
 - 2) Deny Renewing Rental Agreement Between Habersham County Board of Commissioners and the State Properties Commission at 217 Scoggins Drive NE, Demorest, GA 30535.
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve to Renew Rental Agreement Between Habersham County Board of Commissioners and the State Properties Commission at 217 Scoggins Drive NE, Demorest, GA 30535.

DEPARTMENT:

Prepared by: Kiani Holden

Director: Tim Sims

**ADMINISTRATIVE
COMMENTS:** _____

_____ **DATE:** _____

County Manager

**RENTAL AGREEMENT
BETWEEN THE
HABERSHAM COUNTY COMMISSION
AND
STATE PROPERTIES COMMISSION**

This **RENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 20____, by and between **HABERSHAM COUNTY COMMISSION** (hereinafter "Landlord"), whose address is 130 Jacob's Way, Suite 302, Clarksville, Georgia 30523, the **STATE PROPERTIES COMMISSION** (hereinafter "Tenant"), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of **GEORGIA DEPARTMENT VETERANS SERVICE** ("Occupying Agency"), whose address is 2 M.L.K. Jr. Drive SE, Suite E-970, Atlanta, Georgia 30334. The Landlord, Tenant, and Occupying Agency shall collectively be referred to as the "Parties."

1. PREMISES

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, **728 square feet** of office space located at **217 Scoggins Drive NE, Demorest, Georgia 30535** (hereinafter the "Premises"). The Premises are more clearly identified on the drawing attached hereto as "Exhibit A" and incorporated herein by reference.

2. RENT/UTILITIES

(a) In consideration for providing the Premises and the Occupying Agency's provision of services to Landlord's citizens], Tenant shall cause the Occupying Agency to pay **Seventy-Six and 64/100 Dollars (\$76.64) per month** or Nine Hundred Nineteen and 68/100 dollars (\$919.68) per year to Landlord for occupying the Premises (hereinafter "Rent").

(b) Landlord, at its own cost and expense, shall be responsible for all utilities (including without limitation, water, storm and sanitary sewer, electricity, gas, and telephone, data/internet), trash removal and other expenses for the Premises.

3. USE OF PREMISES

Landlord and Occupying Agency agree the Premises shall be used solely for the purpose of carrying out the Occupying Agency's day-to-day services, and the Premises shall only be occupied during Landlord's normal operating hours.

4. TERM

This Agreement shall be for an initial term commencing on the **1st day of July, 2025** and ending on the **30th day of June, 2026**, (hereinafter the “Initial Term”) unless the Agreement is terminated during the Initial Term or Renewal Term period. If Tenant or Occupying Agency is not in default on any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for **five (5)** successive, one (1) year, renewal period(s) (hereinafter “Renewal Term(s)”), provided that Tenant’s written notice of its election to exercise its renewal option shall be given to Landlord either forty-five (45) days prior to the expiration of the of the Initial Term or then current Renewal Term or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant’s notice be given to Landlord later than the day prior to the commencement date of the Renewal Term. The Renewal Term shall begin upon expiration of the Initial Term or then current Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for any effective Renewal Term. The Initial Term and all effective Renewal Terms are collectively referred to as the “Term.”

5. REPAIRS

During the Term, Landlord at its sole cost and expense, shall be responsible for servicing, replacing, keeping and maintaining, in good order and repair, all aspects of the Premises, except that Tenant shall reimburse Landlord upon demand for reasonable costs of replacements, maintenance, or repairs necessitated by the willful misconduct of Tenant. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of Landlord’s obligation under this provision.

6. JANITORIAL SERVICES

Landlord, as its sole cost and expense shall furnish and pay for all janitorial services for the Premises.

7. INSURANCE

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in “Paragraph 3” hereof. The Tenant and Occupying Agency are prohibited from any use of the Premises or acts on the Premises that may cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and Occupying Agency further agree not to sell, or permit to be kept for use on the Premises, any article(s) which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency’s fixtures, furnishings, equipment and personal property located in the

Premises. Occupying Agency shall carry a policy with an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

8. CANCELLATION FOR CONVENIENCE

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties.

9. ABANDONMENT

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event that the Premises are abandoned by the Tenant or the Occupying Agency.

10. REMOVAL OF FIXTURES

At any time before the expiration, or earlier termination, of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

11. NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated in "Paragraph 1", or at such other address as a party may designate. All parties reserve the right, by written notice, to name a different person or title, and to change the address where notices shall be given.

12. SURRENDER OF PREMISES

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition; ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord are excepted.

13. ENTRY FOR INSPECTION BY LANDLORD

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs, alterations, or additions to necessary portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business functions.

14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

15. RIDER

A Rider, identified as "EXHIBIT B," is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

16. ENTIRE AGREEMENT

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. 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 the parties to this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:

HABERSHAM COUNTY COMMISSION

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:

STATE PROPERTIES COMMISSION

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Occupying Agency in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

OCCUPYING AGENCY:

GEORGIA DEPARTMENT OF VETERANS
SERVICE

By: _____

Name: _____

Title: _____

EXHIBIT A

[Floor Plans to Be Attached]

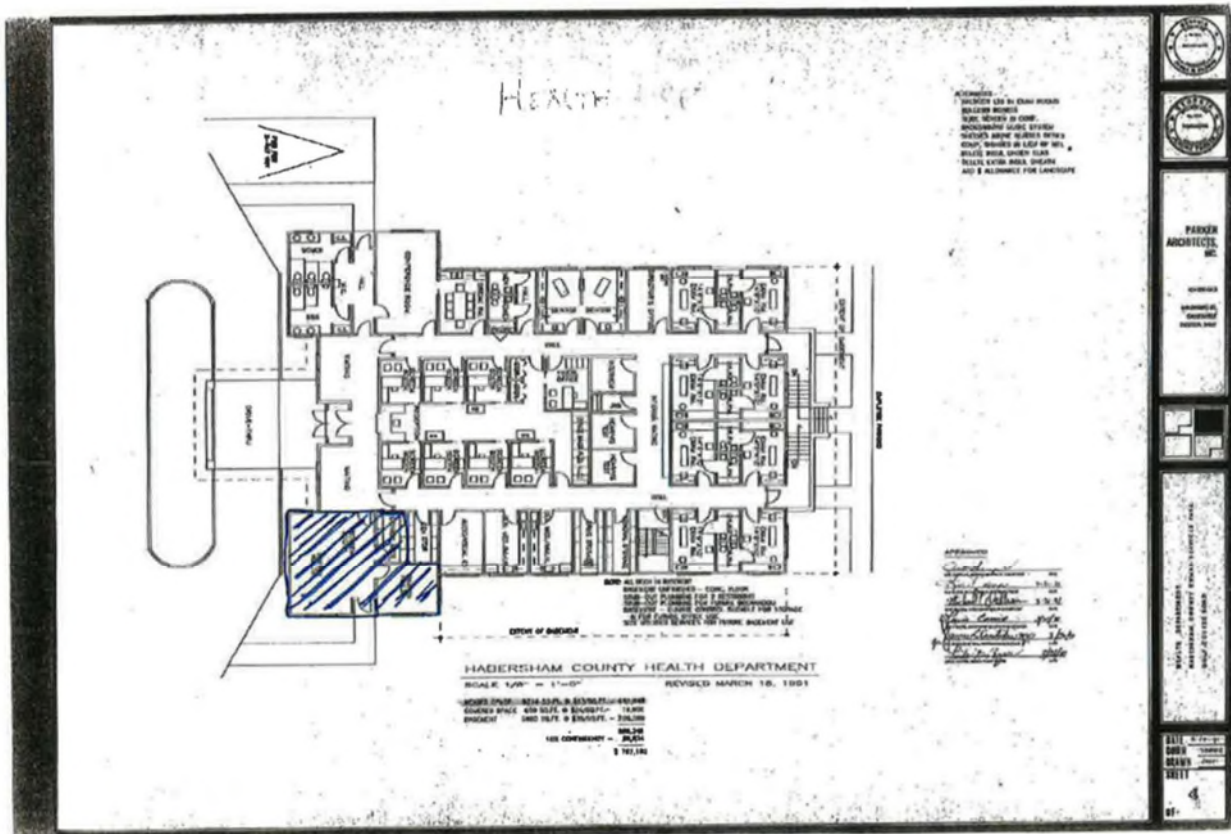


EXHIBIT B

RIDER

This Rider shall be a part of the foregoing Lease Agreement (the “Agreement”) by and between **HABERSHAM COUNTY COMMISSION** as “Landlord,” and the **STATE PROPERTIES COMMISSION** as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from **July 1, 2024**, through the Commencement Date of this Agreement (the “At-Will Period”):

1. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
 - a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
 - b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.