

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 8, 2016 AGENDA ITEM NUMBER: 9

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND ALBERT AND OLA MAE WILLIARD FOR OFFICE SPACE FOR THE PROBATION AND PAROLE OFFICE AT 1201 MARTIN LUTHER KING DRIVE, WINSTON-SALEM, N.C. (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr.* COUNTY MANAGER DATE: August 4, 2016

**RESOLUTION AUTHORIZING EXECUTION OF A
LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND
ALBERT AND OLA MAE WILLIARD
FOR OFFICE SPACE FOR THE PROBATION AND PAROLE OFFICE
AT 1201 MARTIN LUTHER KING DRIVE, WINSTON-SALEM, N.C.
(GENERAL SERVICES DEPARTMENT)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Lease Agreement between Albert and Ola Mae Williard, as Lessors, and Forsyth County, as Lessee, for the lease of 6,720 square feet of office space for the Probation and Parole Office, pursuant to the County's statutory duty to provide physical facilities for the judicial system, for a term of one year beginning July 1, 2016 and ending June 30, 2017, at a monthly rent of \$10,416.67, renewable for two additional one (1) year periods, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to negotiate the renewal of the lease, on behalf of Forsyth County, for two additional one-year periods and to execute the said renewal leases, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this the 8th day of August 2016.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF FORSYTH

THIS LEASE AGREEMENT, made and entered into this the 1 day of July 2016, by and between ALBERT and OLA MAE WILLIARD, hereinafter referred to as Lessors and FORSYTH COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as Lessee;

WITNESSETH:

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease Agreement to provide office space for the Probation and Parole Office as hereinafter set out;

NOW, THEREFORE, in consideration of the premises and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessors do hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the city of Winston-Salem, County of Forsyth, North Carolina, and more particularly described as follows:

Being ± 6,720 sq. ft. of office space located at 1201 Martin Luther King Drive, Winston-Salem, Forsyth County, North Carolina.

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD said leased premises for a term of one (1) year, commencing on the 1st day of July, 2016 and terminating on the 30th day of June, 2017.

2. The Lessee shall pay to the Lessors as rental for said premises the sum of One Hundred Twenty-Five Thousand and 04/100ths Dollars (\$125,000.04) per annum, which sum shall be paid in equal monthly installments of Ten Thousand Four Hundred Sixteen and 67/100ths Dollars (\$10,416.67), said rental to be payable within fifteen (15) days from receipt of invoice in triplicate.

RENEWAL OPTION: The Lessee shall have the option to renew this lease for two (2) additional one (1) year periods and may, for any reason or for no reason, terminate the lease during each renewal year by providing the Lessors with no less than 60 days written notice. The rental during the renewal periods shall be

Year	Annual	<u>Monthly</u>
First	\$125,000.04	\$10,416.67
Second	\$125,000.04	\$10,416.67

The remaining terms and conditions of this lease shall remain the same.

The Lessee agrees to pay the aforesaid rental to Lessors at the address specified, or, to such other address as the Lessors may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. The Lessors shall furnish to the Lessee, during the lease term at Lessors' sole cost and to the satisfaction of the Lessee the following:

- A. Heating facilities, air conditioning facilities, hot and cold water facilities, adequate lighting fixtures, electrical sockets, adequate toilet facilities and proper ventilation.
- B. All utilities except telephone.
- C. Janitorial and cleaning services and supplies. This shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas, if applicable.
- D. Elevator service, if applicable.
- E. Parking. (71 spaces)

4. During the lease term, the Lessors shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessors shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessors reserve the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. Lessee has examined the leased premises and same are in a condition satisfactory to Lessee for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessors' prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

7. If the said premises be destroyed by fire or other casualty, without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessors.

8. Lessors shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessors to perform any act required by this lease, and provided that Lessors could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessors are responsible pursuant to this lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

10. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: to the Lessors at 2508 Major Hill Road, Graham, N.C. 27253 and the Lessee at 201 N. Chestnut Street, Winston-Salem, N.C. 27101. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

11. The Lessee shall not assign this lease without the written consent of the Lessors, which shall not be unreasonably withheld, but shall have the right to sublet the leased premises.

12. The Lessors agree that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

13. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

14. Any holding over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

15. The parties to this lease agree and understand that the continuation of this Lease Agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessors written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

16. This lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written understandings between the parties with respect to the subject matter hereof

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

ALBERT WILLIARD
Lessor

By: Albert Williard
Albert Williard

OLA MAE WILLIARD
Lessor

By: Ola Mae Williard
Ola Mae Williard

FORSYTH COUNTY
Lessee

By: _____
County Manager

ATTEST:

Approved as to form and legality

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

Date (Assistant) County Attorney

Date Director of Finance