

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 9, 2017 AGENDA ITEM NUMBER: 13

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE AGREEMENT WITH WEST THIRD STREET, INC. FOR SPACE FOR THE PROBATION AND PAROLE OFFICES IN THE 8 WEST THIRD STREET BUILDING
(GENERAL SERVICES DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. R. Anderson, Jr.* DATE: January 4, 2017
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO A LEASE AGREEMENT WITH WEST THIRD
STREET, INC. FOR SPACE FOR THE PROBATION AND PAROLE
OFFICES IN THE 8 WEST THIRD STREET BUILDING
(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 Office Space Lease Agreement Amendment Number Six with West Third Street, Inc. for the lease of Suite 800, consisting of 7,950 square feet of space and nine (9) parking spaces, for the Probation and Parole Offices, for an extended term of one (1) year, beginning March 1, 2017 and ending February 28, 2018, at a monthly rent of \$10,200.91, pursuant to the County's statutory duty to provide physical facilities for the judicial system, 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 Agreement is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to exercise the County's right to terminate the said Lease under the terms of the Lease Agreement when construction of the new space in the Forsyth County Public Safety Center is completed and ready to be occupied.

Adopted this the 9th day of January 2017.

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

OFFICE SPACE LEASE AGREEMENT
AMENDMENT NUMBER SIX

This Office Space Lease Agreement Amendment Number Four made and entered into this ____ day of November 2016, by and between West Third Street, Inc., a North Carolina corporation, hereinafter referred to as "Landlord" and Forsyth County, a political subdivision of the State of North Carolina, hereinafter referred to as "Tenant", hereby amends and extends the Office Space Lease Agreement entered into between Landlord and Tenant on March 1, 2001, and amended November 24, 2003 and February 11, 2009, February 28, 2013, March 19, 2015 and December 22, 2015; for the purpose of providing office space for the North Carolina Probation and Parole employees.

The Landlord and Tenant hereby agree to amend or add the following provisions:

The parties hereby agree that the term of the lease is hereby extended for a period of One Year, beginning March 1, 2017, the Commencement Date and ending February 28, 2018, the Termination Date.

1. Reference Section 3: A monthly rental in the amount set forth below ("Rent") shall be payable at Landlord's address set forth in Section 47 shown below, in advance on the first day of the month starting with the Commencement Date of this Lease without offset or deduction, and on the first day of each succeeding month thereafter during the term.

Period: March 1, 2017 to February 28, 2018
Monthly Rent: \$10,200.91 per month

2. Early Termination Provision: Both Landlord and Tenant have the right to terminate the Lease at anytime during the extended term with a ninety (90) day written notice to the other party.

All other terms and conditions as set forth in the original Lease Agreement, and any amendments thereto, shall remain in full force and effect for the duration of this Agreement and are incorporated herein by reference as if fully set forth therein.

This Amendment is hereby effective upon its full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Office Space Lease Agreement Amendment Number Three in triplicate originals, two to be retained by Tenant and one to be retained by Landlord.

LANDLORD: West Third Street, Inc.

TENANT: Forsyth County

By: _____

By: _____

Title: _____

Title: _____