

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: APRIL 14, 2014 AGENDA ITEM NUMBER: 5

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE IN THE FORSYTH COUNTY AGRICULTURE BUILDING TO THE UNITED STATES ON BEHALF OF ITS DIVISION OF FARM SERVICE AGENCY (N.C. COOPERATIVE EXTENSION SERVICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr.* DATE: April 9, 2014
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO A LEASE OF SPACE IN THE
FORSYTH COUNTY AGRICULTURE BUILDING TO THE UNITED STATES
ON BEHALF OF ITS DIVISION OF FARM SERVICE AGENCY
(N.C. COOPERATIVE EXTENSION SERVICE)**

BE IT RESOLVED that the Forsyth County Board of Commissioners, pursuant to the authority provided in N.C.G.S. 160A-272 and upon ten (10) days' public notice, hereby determines that the space to be leased will not be needed by Forsyth County during the term of the proposed amended lease and authorizes execution of an amendment to a lease to the United States, on behalf of its Division of Farm Service Agency, of County owned office space consisting of 2,813 square feet in the Forsyth County Agriculture Building (Rooms 56, 58, 59, 60 and 61) located at 1450 Fairchild Drive, Winston-Salem, N.C. to extend the lease term from April 1, 2007 through July 31, 2015 and impose a requirement on the County to maintain an active registration in the System for Award Management, formally the Central Contractor Registration System during the term of the lease.

BE IT FURTHER RESOLVED that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Lease Amendment, subject to approval as to form and legality by the County Attorney and a pre-audit certificate thereon by the Chief Financial Officer, if applicable.

Adopted this the 14th day of April 2014.

**PUBLIC NOTICE OF INTENT TO AUTHORIZE EXECUTION OF AN
AMENDMENT TO THE LEASE OF SPACE IN THE
FORSYTH COUNTY AGRICULTURE BUILDING TO THE UNITED STATES
ON BEHALF OF ITS DIVISION OF FARM SERVICE AGENCY
(N.C. COOPERATIVE EXTENSION SERVICE)**

Notice is hereby given by publication pursuant to the provisions of N.C.G.S. 153A-176 and 160A-272, that the Forsyth County Board of Commissioners, at its next regular meeting scheduled for Monday, April 14, 2014 at 6:00 p.m. in the Commissioners' Meeting Room on the fifth floor of the Forsyth County Government Center, 201 N. Chestnut Street, Winston-Salem, N.C., intends to authorize execution of an amendment to a lease of County owned property to the United States on behalf of its Division of Farm Service Agency. The property to be leased is described as 2,813 square feet in the Forsyth County Agriculture Building (Rooms 56, 58, 59, 60 and 61) located at 1450 Fairchild Drive, Winston-Salem, N.C. The annual lease payment will continue to be \$23,232, payable at a rate of \$1,936.00 per month.

The property identified herein will not be needed by Forsyth County for other County purposes during the term of the amended lease.

This notice shall be published once at least ten days prior to the regular meeting date in which the lease amendment referred to herein is considered.

This the 3rd day of April 2014.

FORSYTH COUNTY

By: _____
Carla D. Holt
Clerk to the Board



United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

Management
Services Division

355 E Street SW,
10th Floor,
Washington, DC
20224

USPS Address:

USDA-FSA-MSD
Mail Stop 0562
1400 Independence
Ave SW
Washington, DC
20250-0590

January 9, 2014

Forsyth County
Attn: J. Dudley Watts, Jr.
201 N. Chestnut Street
Forsyth County Gov. Center
Winston-Salem, NC 27101

Subject: Lease Amendment for the Winston-Salem, (Forsyth County) North Carolina FSA
Service Center

Dear Mr. Watts:

Please find enclosed an electronic copy of the Lease Amendment (LA) noting a lease extension at the USDA Farm Service Agency Service Center located at 1450 Fairchild Drive (Forsyth County) North Carolina.

Please review the LA, sign, and have your signature witnessed by a non-USDA employee who is at least 18-years or older. Please do not date the LA as it will be dated upon execution by the Government. Also, enclosed is the Identity Verification of Personnel (IVP) clause. Please initial in the space provided.

Please return the original copy of the LA and the IVP clause no later than January 17, 2014 via overnight services such as FedEx, USPS Express Services, or UPS Overnight to:

USD/FSA/MSD
Attn: Julius Byrd
1400 Independence Ave, SW,
Mail Stop 0562,
Washington, DC 20250-0590.

If you have any questions, I can be reached at 202-720-1544 or via email at Erica.Robinson@wdc.usda.gov.

Sincerely,

ERICA ROBINSON
Realty Specialist

Enclosures

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1
	TO LEASE NO. Forsyth County, NC
ADDRESS OF PREMISES 1450 Fairchild Drive Winston Salem, NC 27105-4560	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between County of Forsyth whose address is: 201 N. Chestnut Street, Forsyth County Gov. Center, 4th floor, Winston-Salem, NC 27101

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2007 as follows:

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All reference in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
2. Effective April 1, 2007, the Government hereby extends the lease term beginning April 1, 2007 through July 31, 2015.
3. Effective April 1, 2007 the Government will pay the Lessor annual rent of \$23,232.00 payable at a rate of \$1,936.00 per month (representing \$8.25 per square foot for 2,813 net usable square feet) in arrears.
4. The Lessor must have an active registration in the System for Award Management (SAM), formally Central Contractor Registration (CCR) System (via the Internet at <http://www.sam.gov>) prior to lease approval and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: JULIUS BYRD
Title: Lease Contracting Officer
United States Department of Agriculture
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

IDENTITY VERIFICATION OF PERSONNEL (MAY 2012)

A. The Government reserves the right to verify identities of personnel with routine access to Government Space. The Lessor shall comply with the agency personal identity verification procedures below that implement HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with paragraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased Space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

3. Upon request, the Lessor must provide Form FD-258, Fingerprint Chart (available from the FSA State Office), and Standard Form 85, National Agency Check with Inquiries, completed by each person and returned to the LCO (or the LCO's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The LCO will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's Space.

4. Throughout the life of the Lease, upon request, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85 for every employee covered by this paragraph on a 5-year basis.

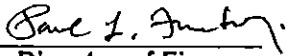
Lessor _____ Government _____

Contract #2014-0338-00: USDA Space Rental

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

3/6/2014

Date


Director of Finance

Loop. 244
2005. 142

STATE OF NORTH CAROLINA

Pr 204.6653

LEASE AGREEMENT

COUNTY OF FORSYTH

THIS LEASE AGREEMENT, made and entered into this the 1st day of April, 2004 by and between Forsyth County, ~~of Forsyth County~~, North Carolina, hereinafter designated as Lessor, and United States on behalf of its division of **FARM SERVICE AGENCY**, hereinafter designated as Lessee. *sh*

WITNESSETH:

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out.

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in Forsyth County, North Carolina, more particularly described as follows:

Being 2,813 square feet of office space located in Rooms 56, 58, 59, 60 and 61 Forsyth County Agricultural Building, 1450 Fairchild Drive, Winston-Salem, NC 27105.

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

1. The term of this lease shall be for a period of 3 years; commencing on the 1st day of April, 2004 or as soon thereafter as the leased premises are ceded to the Lessee, and terminating on the last day of March, 2007 unless extended by agreement on a month to month basis.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$23232.00 Dollars per annum, which sum shall be paid in equal monthly installments of \$1,936.00 Dollars. Said rental to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the following address: Forsyth County - Finance Department, ~~Hall Of Justice~~, 201 N. Chestnut Street, Winston-Salem, NC 27101, or to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due dates. *sh*

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities.


A. Heating facilities, air conditioning facilities, electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities: excluding telephones.

- B. Janitorial services and supplies. Maintenance of lawns, paved areas and disposal of trash.
- C. Parking spaces.

4. During the lease term, the Lessor 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 fixtures ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, 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 leases 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. 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.

6. 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 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 Lessor.

7. 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 Lessor is responsible pursuant to the terms of this lease, excepted. Lessee shall compensate Lessor for all other damages to the premises. 

8. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreement 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 to the extent it is under the control of the Lessor.

9. 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.

10. Any hold 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.

11. The parties to this lease agree and understand that the payment of rental specified in 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 rent, and this lease shall automatically terminate upon depletion of such funds.

12. 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 Lessor at ~~Forsyth County Government Center~~ Room 700, Hall Of Justice, c/o County Manager, Winston-Salem, NC 27101 and the Lessee, *oh* United States FARM SERVICE AGENCY, 1450 Fairchild Drive, Winston-Salem, NC 27105. 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.

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

LESSEE: UNITED STATES, on behalf of its
Division of FARM SERVICE AGENCY *oh*

By *Dan Harmon*

Title *County Executive Director*

LESSOR: FORSYTH COUNTY *oh*

By *Graham Pervier*
Graham Pervier, Forsyth County Manager

~~Subject to Board approval~~
Approved as to form and legality *[Signature]*

SEP 03 2004

FORSYTH COUNTY, N.C.
By *[Signature]*
County Attorney