

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 9.

Date of Request: August 20, 2008

Date Request Received: August 20, 2008

Board Meeting Date Requested: September 2, 2008

Board Meeting Date Assigned: September 2, 2008

Short Title: Resolution Authorizing A Lease Agreement With Dept. Of Correction For The Probation And Parole Office, 312 W. Williams St. Burgaw, North Carolina.

Request Status:
 Request is proceeding to Board of Commissioners
 More information is needed – see attached
 Request on hold – no further information needed
 Other:

Background: When the new Senoir Center (Heritage Place) opened up in 2000 the old Senior Center at 312 W. Williams St. was vacant. The County at that time moved Probation and Parole offices from the Courthouse to the old Senoir Center building. DOC has been leasing that building in 3 year increments. The current lease expires 1/31/2009. They have requested another 3 year lease.

(Administrative Use Only)

Specific Action Requested: The Board of Commissioners approval to enter in a 3 year lease with DOC for the Probation and Parole Offices at 312 W Williams St. Burgaw, NC

CONTRACT TYPE

Renewal
 For Service(s)
 Intergovernmental – County as Grantee
 County as Grantor
 Other Funds

Revision
 For Equipment
 Federal Grantor
 State Grantor
 Grantor
 County Funds

Requested by: Paul Parker
Department: Interim County Manager
Title:
Contact Phone: 910.259.1200
Contact Fax:

PURCHASING Budgeted Item: Yes No
Date Rec'd: Reviewed and Approved
 Comments on Reverse

Date Sent: Signed:

ATTORNEY Reviewed and Approved
Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available
Date Rec'd: Not Available
 Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: Signed:

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
At meeting on



North Carolina Department of Correction

Division of Departmental Purchasing & Services

2020 Yonkers Road • 4227 MSC • Raleigh, NC 27699-4227

Phone: (919) 716-3250 • Fax: (919) 716-3983 or (919) 716-3984

Michael F. Easley
Governor

Theodis Beck
Secretary

August 01, 2008

Rick Benton, County Manager
County of Pender
PO Box 5
Burgaw, NC 28425

RE: Lease Agreement, Pender County – 312 W. Williams Street, Burgaw, NC

Dear Mr. Benton,

The Department of Correction is seeking another three year lease agreement with the County for the Probation and Parole Office located at the above referenced. The current lease will terminate on 01/31/2009 and the Department appreciates the offer for another three year lease. The Judicial District Manager has indicated that the offices are in need of no repair and or maintenance and expresses a favorable relationship between the County and the Probation Office thus recommends said lease. The Department appreciates the office space and looks forward to continuing to work with you in the years to come.

Please find enclosed form PO-28 and form W-9. Upon your review and approval, please complete said and fax back to me @ 919-716-3984.

Should you have any questions or concerns, please feel free to contact me at (919) 716-3279. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink that reads "Ron Moore".

Ron Moore
Real Property Agent

Enclosures (3)



THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.
 FAXED PROPOSALS ARE NOT ACCEPTABLE.
 PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: PENDER COUNTY
 2. LESSOR'S AGENT: John Bauer Rick Benton

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT
 F. (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER:

MAILING ADDRESS: PO Box 5
 CITY: Burgaw, NC
 PHONE# 910-259-1200 FAX# 910-259-1402
 E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)
 312 W. Williams Street
 STREET ADDRESS CITY COUNTY STATE ZIP CODE
 312 W Williams Street Burgaw Pender NC 28425

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)
 5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE +/- 1,687
 B. WAREHOUSE
 C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	1,687	\$21,931.00	\$13.00	Yes	Yes	
WAREHOUSE						
OTHER						
TOTALS	1,687		XXXX	XXXX	XXXX	XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27-Item VI - Parking)

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES
OFFICE					
WAREHOUSE					
OTHER					
TOTALS			XXXX	XXXX	XXXX

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM: Three YEARS BEGINNING DATE: February 1, 2009

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? YES NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES NO
 Is the proposed building free of hazardous lead paint? YES NO

DEPARTMENT: Correction DIVISION: Prisons
 CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR: Pender County Government	
9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)	
10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?	
YES	NO XPARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
Owner will comply with fire extinguishers, exit-emergency lights, grab bars and handicapped ramp	
11. This proposal is made in compliance with the specifications furnished by the Department of Correction. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until March 1, 2005. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.	
I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):	
*** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.	
Printed Name of Lessor	
Signature of Lessor	Date
MAILING / DELIVERY INSTRUCTIONS:	
To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650 Delivery Address if Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina Mailing Address if Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321	
ENVELOPE SHOULD BE MARKED:	
(a) Lease proposal Enclosed (b) Cutoff Date for Receiving Proposals (c) Name of State Agency involved	
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage: 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the inside area the following: *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and interior columns h. Other space not usable for State purposes	
*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	
FORM (PO-28)	(2005)

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PENDER

THIS LEASE AGREEMENT, made and entered into this the 1st day of February, 2006, by and between Pender County, hereinafter designated as Lessor, and the State of North Carolina, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8th, 1999, and

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 the Town of Burgaw, County of Pender, North Carolina, more particularly described as follows:

Being ± 1,687 net square feet of office space located at 312 W. Williams Street, Burgaw, Pender County, North Carolina

(DEPARTMENT OF CORRECTION)

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

1. The term of this lease shall be for a period of Three (3) Years commencing on the 1st day of February, 2006, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of January, 2009.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$21,931.00 Dollars per term, which sum shall be paid in equal monthly installments of \$1,827.58 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 address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

File # 71-506

AMG

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

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Maintenance of lawns, parking areas and common areas
- D. Parking
- E. Janitorial services and supplies.
- F. All utilities except telephone.
- G. Elevator service, if applicable.
- H. All fire or safety inspection and stormwater fees.
- I. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

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 fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor 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 thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

In accordance with Paragraph 5, the following items are to be repaired/replaced and/or added:

- 1) Replace broken glass window in the receptionist area
- 2) Install an electronic lock on the door between the waiting area and the office area
- 3) Replace weather strips at all exterior doors; (2)
- 4) Replace broken window at back of building
- 5) Install additional air supply for heat and air in waiting area

6. 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 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. 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.

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 Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor 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 Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees 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.

11. 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 thereof shall be valid unless in writing and signed and agreed to by both parties.

12. 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.

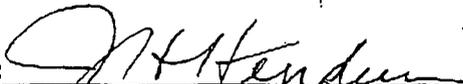
13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee 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 are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the

lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. 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 P. O. Box 5, Burgaw, North Carolina 28425, and the Lessee at 2020 Yonkers Road, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227. 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.

STATE OF NORTH CAROLINA

By:  (SEAL)
Title: Director
State Property Office

LESSOR:

COUNTY OF PENDER

By:  (SEAL)
John Bauer, County Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, ANGELA M. GORDON, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that JOSEPH H. HENDERSON, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as Director of State Property Office of the Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 1st day of February, 2006

Angela M. Gordon
Notary Public

My commission expires October 14, 2008.

STATE OF NORTH CAROLINA

COUNTY OF Pender

I, Glenda Bridgen, a Notary Public in and for the County and State aforesaid, do hereby certify that John Bauer, personally came before me this day and acknowledged that he is County Manager, and that by authority and given as an act of Pender County and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 9th day of January, 2006.

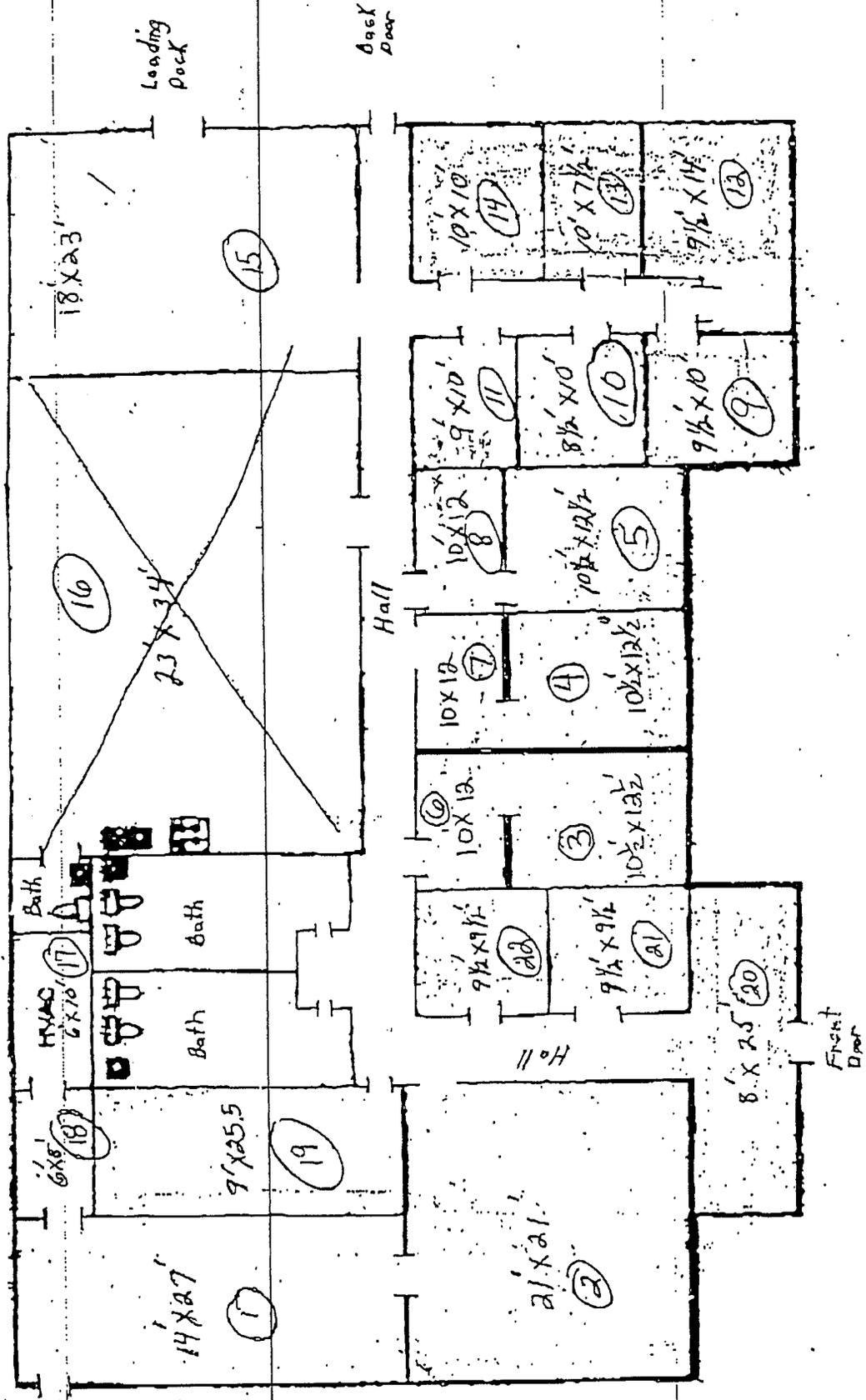
Glenda Bridgen
Notary Public

My Commission Expires:

5/23/06

Exhibit A

Division of Community Corrections
Pender County



(50 Parking Spaces)