



REQUEST FOR BOARD ACTION

ITEM NO. 14.

DATE OF MEETING: May 7, 2010

REQUESTED BY: Dr. Reta M. Shiver, Director, Department of Social Services

SHORT TITLE: Resolution Authorizing Lease Agreement for Child Support Office Space: \$24,999.96, and Approving a Purchase Order for FY 2010/11.

BACKGROUND: Pursuant to Section 10.46 A of S.L. 2009-451, the General Assembly directed that effective July 1, 2010, each Child Support Enforcement Office that is administered currently by the Department of Health and Human Services, Division of Social Services, will be administered by local government. At the December 14, 2009 meeting the Pender County Board of Commissioners voted unanimously that the Pender County Department of Social Services would administer the Child Support Enforcement Program in Pender County.

SPECIFIC ACTION REQUESTED: To approve the Lease Agreement between Donnie and Donna Rowe and Pender County for +2,364 square feet of office space at 305 South Walker Street, Burgaw, North Carolina.

COMMERCIAL LEASE AGREEMENT
STATE OF NORTH CAROLING
COUNTY OF PENDER

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2010, by and between, Donnie Rowe and Donna Rowe, hereinafter designated as Lessor, and the County of Pender, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, the parties here to 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 lease 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 +/-2,364 square feet of office space located at 305 South Walker Street, Burgaw, Pender County, North Carolina. (Exhibit A-Floor Plan Attached)

(DHHS-Child Support)

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 July 2010, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of June 2013.

2. The Lessee shall pay to the Lessee as rental for said premises the sum of \$24,999.96 dollars per annum, which sum shall be paid in equal monthly installments of \$2083.33, said rental to be payable on the 1st day of each month.

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.

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. Weekly janitorial services including cleaning tools and chemicals. Lessee will provide paper towels, toilet tissue and trash bags.

C. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.

D. 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.

E. Parking.

F. 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.

G. Any fire or safety inspection fee and storm water fee will be paid by Lessor.

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 the Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attached fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such 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 there from 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 were 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 the 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, expected.

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

12. Any hold over after 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 payments 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 Post Office Box 1456, Burgaw, North Carolina 28425 and the Lessee, c/o Reta Shiver, PO Drawer 1207, Burgaw NC 28425.

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.

Pender County

Jimmy T. Tate, Chairman

James Donald (Donnie) Rowe

Donna Rowe

This instrument has been pre-audited as required by the Local Government Budget and Fiscal Control Act.

David McCole, Finance Officer

State of North Carolina
County of Pender

I, _____, a notary public in and for _____ county,

North Carolina, do hereby certify that _____
personally

appeared before me this date and acknowledged the due execution of the foregoing instrument as the

Director of the Pender County Property Office, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of
_____, 2010.

Notary Public

Print Name

My Commission Expires: _____

State of North Carolina

County of Pender

I, _____, a notary public in and for _____ county,

North Carolina, do hereby certify that Donnie Rowe and Donna Rowe personally appeared before me this date and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2010.

Notary Public

Print Name

My Commission Expires:
