

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the\_\_\_\_day of \_\_\_\_\_, 2016, by and between **COUNTY of GUILFORD**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**W I T N E S S E T H:**

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 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17<sup>th</sup> day of April, 1985; and

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 **(See Below) County of Guilford**, North Carolina, more particularly described as follows:

**Being +/- 3,308 net square feet of office space located at 505 E. Green Street, High Point, Guilford County, North Carolina.**

**Being +/- 11,250 net square feet of office space located at 211 S. Centennial Street, High Point, Guilford County, North Carolina.**

**Being +/- 3,166 net square feet of office space located at 201 S. Eugene Street, Greensboro, Guilford County, North Carolina.**

**Being +/- 24,818 net square feet of office space located at 232 N Edgeworth Street, Greensboro, Guilford County, North Carolina.**

Insofar as the use of said property does not interfere with the LESSOR's delivery of required services and that the LESSOR reserves the right to require the LESSEE to relocate to adequate alternative space upon the LESSOR's need, as solely determined by the LESSOR, for the space named above.

**(DEPARTMENT OF PUBLIC SAFETY)**

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 **1<sup>st</sup>. day of September, 2016** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31<sup>st</sup>. day of November 2019**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term 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.

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. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone and communication/internet, both wired and wireless.
- D. 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.

**Care of Premises.** The LESSEE agrees to maintain and keep the Premises in reasonable repair and condition, aside that which is required by LESSOR in article 3. above and that which is considered "normal wear and tear", at the LESSEE's expense. There shall be no dumping of trash, debris, limbs, stumps or other waste material on the Premises. There shall be no fences or structures permanent in nature erected within the leased Premises without express permission from the LESSOR. LESSEE is expected to implement all best management practices.

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 invoice the amount thereof to the Lessor. While this Lease is in effect, both Parties and their authorized agents and employees shall have the right, for legitimate purposes, to access the Property leased by THE STATE OF NORTH CAROLINA. The LESSOR and its representatives and/or agents may enter said premises at any reasonable time for the purpose of inspecting the building relating to the performance of maintenance activities on the Property and to ensure compliance with the Lease.

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.

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. LESSOR agrees to allow the LESSEE to remove such improvements, provided the LESSEE leaves the Premises from which such improvements are removed in good condition. LESSEE is strictly forbidden to add any electrical wiring, plumbing, or heating to any building without the prior written consent of the LESSOR. 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. 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, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County 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 may terminate this lease by giving not less than sixty (60) days written notice to the other party.

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 communicated as of three (3) days after mailing, 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 249, Bolivia, North Carolina 28422** and the Lessee at **4227 Mail Service Center, Raleigh, North Carolina 27699-4227**.

Notices to LESSOR:

Attention: Marty K. Lawing  
Guilford County Manager  
GUILFORD COUNTY ADMINISTRATION  
301 West Market Street, Second Floor  
Greensboro, North Carolina 27401

With a copy to:

Attention: Robert McNiece  
Guilford County Facilities Director  
GUILFORD COUNTY PROPERTY  
MANAGEMENT AND FACILITIES DEPARTMENT  
301 West Market Street, Fourth Floor  
Greensboro, North Carolina 27401

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.

15. **Insurance.** LESSEE shall procure and maintain liability insurance at a minimum level:

**Workers Compensation:** LESSOR agrees to maintain coverage to apply to all employees for statutory limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.

**Commercial General Liability:** The LESSEE does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**Business Auto Policy:** LESSEE does hereby agree to maintain limits of \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, plus hired and non-owned vehicles.

GUILFORD COUNTY shall be named as an additional insured on LESSEE's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. LESSEE will also secure its general liability insurance from an A rated insurance company acceptable to the COUNTY.

Upon entering into this Agreement, LESSEE will provide Certificates of Insurance for meeting the required insurance provisions. **The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."**

Original insurance policies or certified copies of policies may be required by the COUNTY (LESSOR) at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date.

**16. Independent Contractor/Indemnification.** LESSEE shall operate as an independent contractor for all purposes. Nothing in this Lease shall be interpreted or construed as creating or establishing the relationship of employer and employee between the LESSOR or any of their agents or employees and LESSEE, or any of their agents or employees. LESSEE is an independent contractor and not an employee, agent, joint venture or partner of the LESSOR. LESSEE agrees to make no representations to the contrary. This Lease is entered into upon the express condition that the LESSEE shall indemnify LESSOR and hold LESSOR harmless from all liabilities, claims, expenses for damages or loss by LESSEE.

**17. Jurisdiction.** The Parties agree that this Lease Agreement is subject to the jurisdiction and laws of the State of North Carolina. LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

**18. Iran Divestment Act of 2015.** Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

**[Remainder of page intentionally left blank; signatures on following pages]**

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)  
Joanne Rowland,  
Director of Purchasing & Logistics

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Guilford  
Marty K. Lawing, County Manager

ATTEST:

\_\_\_\_\_  
Robin B Keller  
Clerk to the Board

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

**EXHIBIT A**  
**COUNTY OF GUILFORD**  
**REGARDING E-VERIFY**

**AFFIDAVIT**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of **The State of North Carolina** (the entity entering into the Agreement with Guilford County, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

- a. YES \_\_\_\_\_; or,
- b. NO \_\_\_\_\_

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina, County of Guilford

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)