

STATE OF NORTH CAROLINA

GUILFORD COUNTY

SPACE LEASE AGREEMENT AT:
301 East Main Street
Jamestown, North Carolina

THIS SPACE LEASE AGREEMENT ("Lease Agreement") is hereby made, entered into, and effective as of this 1st day of July, 2018, by and between the **TOWN OF JAMESTOWN**, a North Carolina municipality, hereinafter referred to as the "**LESSOR**," and **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**LESSEE**," and also collectively referred to as the "Parties."

WHEREAS, according to the provisions set forth herein and for consideration received, the Parties hereby acknowledge that LESSEE shall lease from the LESSOR space located at 301 E. Main St., Jamestown, North Carolina ("Property"), consisting of a bay within the body of the Fire Department and joint use of the kitchen and living area, consisting of approximately 725 total square feet, which space and bay are shown on the attached **Exhibit A**, together with access as stated below.

NOW, THEREFORE, the Parties agree to the following terms and conditions regarding lease of the subject Property, which shall be used solely for the parking of one (1) paramedic ambulance and housing of at least one (1) paramedic:

1. Contract Term. The initial term of this Lease Agreement shall be for one (1) year, beginning on July 1, 2018, and ending on June 30, 2019, but it may be extended automatically for up to four (4) consecutive one (1) year terms unless one of the Parties notifies the other Party in writing of their desire to terminate the Agreement. The LESSEE must give LESSOR ninety (90) days written notice of their intention to terminate prior to the expiration date of the current Lease term. The LESSOR must give the LESSEE six (6) months written notice of their intention to terminate prior to expiration of the current Lease term.

2. Automatic Renewal. If the Parties opt for this Agreement to be automatically extended for one (1) year terms (for up to four (4) consecutive terms), no written executed Agreement will be required for these extensions.

3. Rental Payment. The annual rental amount under this Lease Agreement shall be Three Thousand Six Hundred Dollars (\$3,600.00), payable on the first day of each one (1) year term.

4. Notices. Except where otherwise stated herein, all notices, correspondence, and payments pursuant to this Lease Agreement shall be in writing and delivered personally or mailed or delivered to the following address for the Parties. Either Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed

communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following:

Notices to LESSOR: Attention: Marty K. Lawing
Guilford County Manager
GUILFORD COUNTY
301 West Market Street, 2nd Floor
Greensboro, NC 27401

with a copy to: Attention: Dan Durham
Guilford County Director of Facilities and Property Mgmt.
301 West Market Street, 4th Floor
Greensboro, NC 27401

Notices to LESSEE: Attention: Kenny Cole
Jamestown Town Manager
301 East Main Street
Jamestown, NC 27282

5. Termination Without Cause. The LESSEE may terminate this Lease Agreement without cause by giving ninety (90) days written notice to the LESSOR. LESSOR may terminate this Lease Agreement upon six (6) months prior written notice to LESSEE. The period of time during which the LESSEE actually uses the leased space provided by LESSOR will be paid for; similarly, amounts paid in advance, if any, for leased space which is not utilized by the LESSEE will be promptly refunded to the LESSEE by the LESSOR within thirty (30) days of date of termination of this Contract.

6. Termination for Cause. If, through any cause, the LESSEE shall fail to fulfill its obligations under this Contract in a timely and proper manner, the LESSOR shall have the right to terminate this Contract by giving written Notice to the LESSEE and specifying the effective date thereof. . Should either Party breach the Contract, this Lease Agreement may be terminated within ninety (90) days of notice of such breach and lack of correction by the offending Party. In the event that LESSEE terminates this Agreement without using the property for all of the current one (1) year term, the LESSOR shall be entitled to receive just and equitable compensation for any lease period used by LESSEE, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the LESSEE shall not be relieved of liability to the LESSOR for damages sustained by the LESSOR by virtue of the LESSEE'S breach of this Agreement, and the LESSOR may withhold any payment due the LESSEE for the purpose of setoff until such time as the exact amount of damages due to the LESSOR from such breach can be determined. In case of default by the LESSEE, without limiting any other remedies for breach available to it, the LESSOR may lease the property to another party and hold the LESSEE responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the LESSEE shall be an act of default under this Contract.

7. Federal Funding – Uniform Guidance. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance),

including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. §200-322); and Record Retention Requirements (2 C.F.R. §200-324).

8. Affirmative Action. LESSEE AND LESSOR shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

9. Title. LESSOR warrants that LESSOR has the full power and authority to enter into and execute this Lease Agreement.

10. Inspections. LESSOR shall permit LESSEE during the Lease Agreement, and any extension thereof, free ingress and egress to the Property by LESSEE and its employees, agents and contractors to conduct tests, investigations and similar activities as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the surrounding property to conduct such tests, investigations and similar activities. LESSEE shall indemnify and hold LESSOR harmless against any loss or damage for personal injury and physical damage to the Property, or LESSOR's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities.

11. Utility Services. LESSOR will provide water, electricity, and internet service to the property.

12. LESSOR Repairs. LESSOR shall maintain the Property in good order and condition.

13. LESSEE Repairs. LESSEE shall maintain in good state of repair and in good operating condition its equipment, all on accordance with good engineering practices and applicable governmental rules and regulations. In the event of inspection, maintenance or repairs to LESSEE's equipment are required, LESSEE shall use qualified technicians.

14. Lease of Property. LESSOR hereby leases to LESSEE the Property, which is included with the Fire Department located at 301 E. Main St., Jamestown, North Carolina (See **Exhibit A**).

15. Use. LESSEE shall use the Property for the purpose of housing a Service vehicle and staff at times appropriate for such maintenance, housing and cohabitation.

16. Indemnification. LESSEE shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by LESSEE or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents.

17. Insurance. LESSEE shall procure and maintain liability insurance at a minimum level of \$1,000,000 per occurrence and shall add LESSOR as a named insured to said Policy.

18. Removal of Improvements. Title to all improvements constructed or installed by LESSEE on the property shall remain in LESSEE, and all improvements constructed or installed by LESSEE shall at all times remain the property of LESSEE, regardless of whether such improvements are attached or affixed to the Property. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by LESSEE and restore the Property to its original condition, reasonable wear and tear excepted.

19. Quiet Enjoyment. LESSOR covenants that LESSEE, on paying the rental and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

20. Opportunity to Cure. If LESSEE shall fail to pay any rental or other amounts payable under this Lease Agreement when due, or if LESSEE should fail to perform any other of the covenants, terms or conditions of this Lease Agreement, prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with written notice of the failure and provide LESSEE with a thirty (30) day period to cure such failure

21. Governing Law. This Lease Agreement shall be governed and interpreted by and construed in accordance with the laws of the State of North Carolina.

22. Miscellaneous. This Lease Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE in the same manner as this Lease Agreement is executed. The headings, captions and numbers in this Lease Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease Agreement. Wherever appropriate in this Lease Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Lease Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE; and no verbal or oral agreements, promise statements, assertions or representations

by LESSOR or LESSEE or any employees, agents, contractors or other representations of either, shall be binding upon LESSOR or LESSEE. This Lease Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

23. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

24. Disclaimer of Warranties/Assumption of Risk. LESSEE acknowledges that it is entirely responsible for determining the suitability of the Land for its purposes, has had sufficient opportunity to do so, relies only on its own observations and conclusions as to the suitability of the Land, assumes all risks related to the Land's current and future suitability, and disclaims any duty on the part of LESSOR, or LESSOR's agents or employees, to inform LESSEE of facts relevant to the suitability of the Land. In the event that the Land is, or at any time becomes unsuitable for LESSEE's purposes, LESSEE's sole remedy is to discontinue habitation on the Property and cancel this Lease Agreement.

25. Severability. If any provision of this Lease Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Lease Agreement shall remain in full force and effect.

26. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Lease Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Lease Agreement. The terms "Contract," "Lease," "Agreement" and "Lease Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," and "Exhibit," have the same meaning and may be used interchangeably throughout this document.

27. Entire Agreement. This Lease Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Lease Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Lease Agreement shall not be modified except by a writing subscribed to by all the Parties.

(The remainder of this page is intentionally left blank.
This Agreement continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

(COUNTY SEAL)

TOWN OF JAMESTOWN

ATTEST:

Kenny Cole Date
Jamestown Town Manager

Katie McBride Date
Jamestown Town Clerk

(TOWN SEAL)

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

Harley Will Date
Guilford County Finance Director

PINECROFT-SEDGEFIELD FIRE DISTRICT, INC.

ATTEST:

Steve Allred, Fire Chief Date

Corporate Secretary Date

Printed Name:_____

(CORPORATE SEAL)

APPROVED AS TO LEGALITY: _____
Jamestown Town Attorney Date

EXHIBIT A
Description of Property

