

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: DECEMBER 19, 2016

AGENDA ITEM NUMBER: 17

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A LEASE AMENDMENT BETWEEN FORSYTH COUNTY AND THE UNITED STATES OF AMERICA, ON BEHALF OF ITS DIVISION OF FARM SERVICE AGENCY, FOR LEASE OF COUNTY OWNED PROPERTY

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE AMENDMENT
BETWEEN FORSYTH COUNTY AND THE UNITED STATES OF AMERICA,
ON BEHALF OF ITS DIVISION OF FARM SERVICE AGENCY, FOR LEASE
OF COUNTY OWNED PROPERTY**

WHEREAS, Forsyth County owns the Forsyth County Agricultural Building located at 1450 Fairchild Drive, Winston-Salem, N.C. in which it intends to execute a two-year lease amendment, beginning August 1, 2015 and ending July 31, 2017 of 2,813 square feet of office space (Rooms 56, 58, 59, 60 and 61) to the United States of America, on behalf of its Division of Farm Service Agency, at an annual rental of \$23,232 payable in equal monthly installments; and

WHEREAS, the United States of America, on behalf of its Farm Service Agency, desires to execute a two-year amended lease agreement with Forsyth County under the above terms; and


WHEREAS, pursuant to the provisions of N.C.G.S. 160A-272, a thirty-day notice has been given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Forsyth County Board of Commissioners' intent to authorize the lease or rental at its December 19, 2016 regular meeting; and

WHEREAS, the above-described property will not be needed by Forsyth County during the term of the proposed amended lease;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the above-described property will not be needed by Forsyth County during the term of the amended lease.

BE IT FURTHER RESOLVED that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the above-described Lease Amendment, on behalf of Forsyth County, with the United States of America, on behalf of its Division of Farm Service Agency, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original Lease Amendment is attached hereto and incorporated herein by reference.

Adopted this the 19th day of December 2016.

	LEASE AMENDMENT NUMBER - 2
	TO LEASE NO. Forsyth County, NC USDA Service Center
USDA LEASE AMENDMENT	1450 Fairchild Drive Winston Salem, NC 27015-4560

THIS AGREEMENT, made and entered into this date by and between

Forsyth County

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 establish beneficial occupancy and payment of rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- A. This Lease Agreement (LA) is issued to extend the lease term beginning August 1, 2015, up to July 31, 2017.
- B. The annual rent shall be \$23,232.00 payable at the rate of \$1,936.00 per month (representing \$8.26 per square foot at 2,813 net usable square feet) in arrears.
- C. The Lessor must have an active registration in the System for Award Management (SAM) System (via the Internet at <https://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.
- D. Pursuant to U.S. Government Lease for Real Property, dated 7/17/07 the Government reserves the right to terminate this lease or decrease the amount of space at any time by giving at least 120 days' notice in writing.

This Lease Amendment contains 1 pages.

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: J. Dudley Watts, Jr.
Title: County Manager
Entity Name: Forsyth County Government
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Michael Hajjar
Title: Lease Contracting Officer
USDA Farm Service Agency
Date: _____

WITNESSED FOR THE LESSOR BY:

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

**PUBLIC NOTICE OF THE
FORSYTH COUNTY BOARD OF COMMISSIONERS'
INTENT TO AUTHORIZE A TWO-YEAR LEASE AMENDMENT
OF COUNTY-OWNED PROPERTY LOCATED IN THE FORSYTH
COUNTY AGRICULTURE BUILDING AT
1450 FAIRCHILD DRIVE, WINSTON-SALEM, N.C.**

Notice is hereby given by publication, pursuant to the provisions of N.C.G.S. 160A-272 and other applicable statutory provisions, that the Forsyth County Board of Commissioners, at its regular meeting scheduled for Monday, December 19, 2016 at 2:00 p.m. in the Commissioners' Meeting Room on the fifth floor of the Forsyth County Government Center, located at 201 N. Chestnut Street, Winston-Salem, N.C., intends to authorize the execution of a two-year lease amendment, beginning August 1, 2015 and ending July 31, 2017, of County-owned property located in the Forsyth County Agriculture Building (Rooms 56, 58, 59, 60 and 61), at 1450 Fairchild Drive, Winston-Salem, N.C. to the United States of America, on behalf of its Division of Farm Service Agency, of property described as 2,813 square feet at \$23,232 in annual lease payments and other valuable consideration as outlined in the Lease Agreement.

The property identified herein will not be needed by Forsyth County for County purposes during the term of the proposed lease, except as provided and reserved in the Lease Agreements.

This notice shall be published once at least thirty (30) days prior to the December 19, 2016 Board Meeting.

FORSYTH COUNTY

Carla D. Holt, Clerk to the Board