

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 19, 2012

SUBJECT: Judicial District Manager Lease
Court Services Building

PRESENTER: Marcus A. Jones, PE

ATTACHMENTS: Yes,
1) Lease Proposal from Department of Corrections
2) No Cost Lease, Probation and Parole

SUMMARY OF REQUEST:

Attached for Board approval is a lease proposal for the Department of Correction's Judicial District Manager (JDM) in the County's Court Services Building at 1347 Spartanburg Highway. Staff has been able to negotiate a small cost of living increase into the annual square foot price of the lease proposal. The proposed rate has increased from \$8.73 / sf to \$8.95 / sf for the 621 sf currently occupied by the JDM.

For reference, the other attachment is the actual lease for Probation and Parole staff occupying the Court Services Building approved in February of this year. The State directs County to provide space for Probation and Parole staff at no cost. However, they do provide compensation for the space occupied by the JDM because the JDM oversees multiple County's Probation and Parole operations.

The actual lease will incorporate the attached lease proposal into the format of the attached probation and parole lease.

BOARD ACTION REQUESTED:

Approve the attached lease proposal between Henderson County and The State of North Carolina and authorize the County Manager to sign the lease on behalf of Henderson County.

Suggested Motion:

I move to approve the attached lease proposal between Henderson County and The State of North Carolina and authorize the County Manager to sign the lease on behalf of Henderson County.

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: County of Henderson
 2. LESSOR'S AGENT: Steve Wyatt, County Manager

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: 100 N. King Street
 CITY: Hendersonville ZIP: 28792
 PHONE# 828-694-6526 FAX#: 828-697-4536
 E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)
 Henderson County Courthouse Suite 90
 STREET ADDRESS: 1347 Spartanburg Hwy. CITY: Hendersonville, COUNTY: Henderson County, NC ZIP CODE: 28792

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE: +/- 612 **621**
 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 (PO-27)

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	612 621	\$5,557.95	\$8.95	YES	YES	
WAREHOUSE						
OTHER						
TOTALS			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: 3 YEARS BEGINNING DATE: 11/01/2012

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: DCC
 CITY: _____ SQUARE FEET: _____ AGENT: _____

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

LESSOR: Henderson County

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 PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

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 12/30/12.

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:



North Carolina Department of Public Safety
Prevent. Protect. Prepare.

Beverly Eaves Perdue, Governor

Reuben F. Young, Secretary

March 6, 2012

Marcus Jones
Henderson County Office
100 N. King Street
Hendersonville, NC 26792

RE: Lease Agreement, Henderson County – 1347 Spartanburg Highway, Suit 3,
Hendersonville, North Carolina

Dear Mr. Jones:

Enclosed please find a fully executed duplicate original of the above-referenced lease agreement. Retain this document for your files.

Please forward one (1) invoice for the **entire lease period** as described in the Lease Agreement to the following address for further processing: Department of Public Safety, Leasing Section, Departmental Purchasing, 3030 Hammond Business Place, Raleigh, North Carolina 27603-3030. The invoice should contain the following information: **name of leasing agent, address of leased property, and complete remit to address (place check should be sent).**

Once we have received your invoice, we will forward the information to our accounting department where your payments will be processed as agreed.

Thank you for your assistance in this matter.

Sincerely,

Ron Moore
Real Property Agent

cc: Larry Williamson, Division of Adult Probation and Parole
Angela Conyers, Accounting, DPS

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27603-4227
Telephone: (919) 743-8141



OFFICE LOCATION:
3030 Hammond Business Pl
Raleigh, NC 27603-3030
Fax: (919) 715-3731

www.ncdps.gov

An Equal Opportunity/Affirmative Action Employer

**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 6th day of March, 2012, by and between **COUNTY of HENDERSON** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

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

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th 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 the **City of Hendersonville, County of Henderson**, North Carolina, more particularly described as follows:

Being +/- 4,228 net square feet of office space located at 1347 Spartanburg Highway, Suite 3, Hendersonville, Henderson 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 April, 2012** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of March 2015**.

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.
- D. Parking as available.
- E. 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 invoice the amount thereof to the Lessor for reimbursement. 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.

6. The Lessee shall have the right during the existence of this lease, with the prior consent of the County Manager or designee, 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 is destroyed by fire or other casualty without fault of the Lessee, and or 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 the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

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 **1 Historic Courthouse Square, Suite Z, Hendersonville, North Carolina 28792** and the Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27603-3030**. 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.


“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

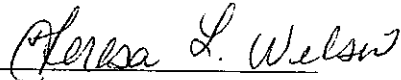
By:

 (SEAL)
TITLE: Chief Procurement & Budget Officer
~~Barbara Baker~~

LESSOR:

 (SEAL)
The County of Henderson
Steve Wyatt, County Manager

ATTEST:


Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Henderson

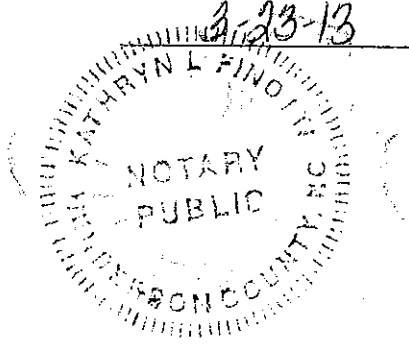
I, Kathryn L. Finotti, a Notary Public in and for the County and State aforesaid, do hereby certify that **Steve Wyatt**, personally came before me this day and acknowledged that he is the **Henderson County Manager**, and that by authority and given as an act of and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 16th day of February, 2012.

Kathryn L. Finotti
Notary Public

My Commission Expires:

2-23-13

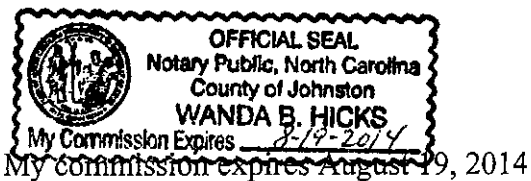


STATE OF NORTH CAROLINA

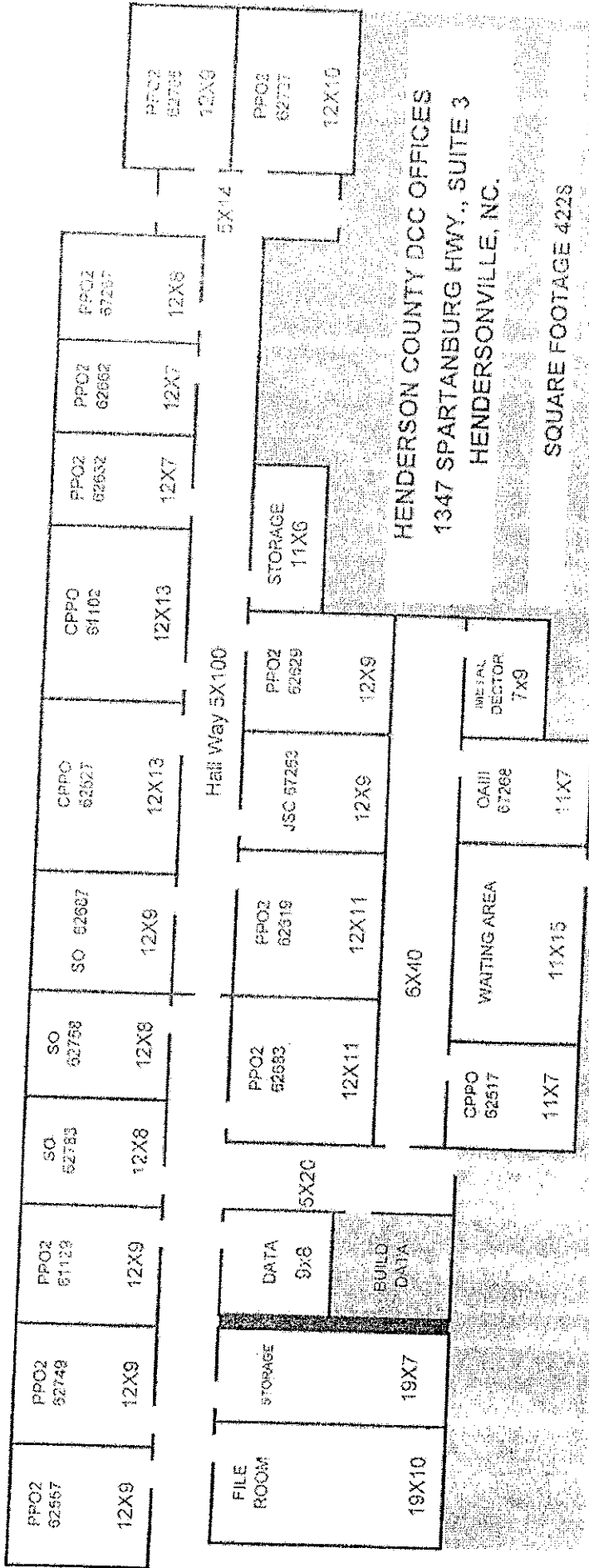
COUNTY OF WAKE

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Drew Harbinson**, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 6th day of March, 2012.



Wanda B. Hicks
Notary Public





EP4868118: LP-Henderson County Lease Agreement-District 29

Issued on Tue, 06 Mar, 2012
Created on Tue, 06 Mar, 2012 by Ariba System

State Agency Tax Exempt Number: 400034

Supplier:

HENDERSON COUNTY
113 N MAIN ST
HENDERSONVILLE, NC 28792
United States
Phone: 1828-697-4821
Fax: 18286974569
Contact: CAREY MCLELLAND

Ship To:

564
5290: DCC - JUD DIST 29.
NC DEPARTMENT OF CORRECTION
1347 SPARTANBURG HWY. STE 4 ROOM
139
Hendersonville, NC 28792
United States
Phone: 1828-697-4844
Fax: 1828-697-4571

Deliver To:

5290 DCC Div 4 - Cheryl Modlin

Bill To:

42PT
DEPARTMENT OF CORRECTION ACCOUNTS
PAYABLE
2020 YONKERS RD
4220 MAIL SERVICE CENTER
Raleigh, NC 27699-4220
United States
Phone: 1919-716-3300

Entity Description: DPS - Department of Correction

ATTN: VENDOR COMMENTS

- EDITS SAVED by 1035 Purchasing - Ronald Moore on Tuesday, March 6, 2012 at 7:24 AM with comment
All terms, conditions and responsibilities of said lease are hereby incorporated.
Lease/contract term is for three years (04/01/2012 thru 03/31/2015) with no renewal options. Lease is for +/- 4,228 square feet of office space located at 1347 Spartanburg Hwy, Suite 3, Hendersonville, Henderson County, North Carolina.

This Purchase Order and Agreement is issued and shall be governed by the Laws of the State of North Carolina. Situs shall be Wake County, North Carolina. All Terms and Conditions of any Purchase Order or Agreement shall be superseded by the Terms and Conditions of the State of North Carolina.

This purchase order was issued by RON MOORE, Property Officer. Any questions regarding this purchase order should be directed to Ron Moore at 919/716-3279 or rmoore@doc.state.nc.us. Item #1 of "Conditions and Instructions" does not apply to this service purchase order.
(1035 Purchasing - Ronald Moore, Tue, 06 Mar, 2012)

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Henderson County Probation Office Lease for +...		dollar	1	None	\$1.00USD	\$1.00USD
	Henderson County Probation Office Lease for +/- 4228 sq. ft. of office space located at 1347 Spartanburg Hwy., Suite 3, Hendersonville, NC 28792. Lease is for a 3-year period commencing on 04/01/12 and terminating on 03/31/15. Cost of lease is \$1.00 for the lease term charged to 143145290.						
	Contract: No						
	Ship To Code: U4A06a9ejaz.o						
	Bill To Code: 42PT						
	Requester: cmh04						
	Purchase Order No.: EP4868118						
	Requisition No.: PR11549323						
	Tax Amount: \$0.00USD						
	Other Costs: \$0.00USD						
	Requester: 5290 DCC Div 4 - Margaret Cagle						
	Shipping Method: BEST WAY						
	FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.						
	Terms of Payment: PAY IN 30 DAYS						
	Additional Item Info:						
Total							\$1.00USD

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.