



**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Aaron Church, Rowan County Manager  
**FROM:** Allen Cress  
**DEPT:** Emergency Services  
**DATE:** 03/21/2022  
**SUBJECT:** Lease Agreement

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**PURPOSE OF CONTRACT:**

Lease of EMS bay and rooms at Landis FD.

**CONTRACT CERTIFICATION**

***By submitting this memorandum, I agree that I have:***

- 1. Read and understand the terms of the contract.***
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.***
- 3. I have secured and attached in MUNIS the Certificate of Insurance.***

*Allen Cress*

03/21/2022

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**Signature of Director**

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**DATE**

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") dated the 22 day of March, 2022, is between ROWAN COUNTY, a body politic (the "County") and the TOWN OF LANDIS, a municipal corporation ("Town") under the following circumstances:

WHEREAS, County and Town entered into that certain Lease Agreement ("Lease") for the Leased Premises as described therein dated on or about the 1st day of February, 2016; and

WHEREAS, the County and Town now desire to amend the Lease as follows.

NOW THEREFORE, in consideration of the continuing obligations under the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Town agree as follows:

1. Paragraph Second shall be amended to reflect an Additional Term of ONE (1) YEAR beginning February 1, 2022 through January 31, 2023; provided however, County shall have the unilateral right to terminate such Additional Term for convenience with at least SIXTY (60) DAYS written notice to Town.

2. Except as specifically amended or replaced herein above, all terms and conditions of the Lease Agreement dated February 1, ~~2015~~<sup>2016</sup> shall remain in full force and effect.

{Signature Page Follows}

IN WITNESS WHEREOF, County and Town have caused this Amendment to be executed by their authorized representatives, the day and year first above written.

COUNTY:

BY:    
Electronic Signature

Its: Chairman /Manager 03/22/2022

TOWN: Landis

BY: 

Its: Mayor/Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

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

  
Jim Howden (Mar 21, 2022 18:56 EDT)

Rowan County Finance Office 03/21/2022

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

LEASE

THIS LEASE made and entered into this 1<sup>st</sup> day of FEBRUARY, 2016, by and between ROWAN COUNTY, a body politic and corporate, party of the first part; and THE TOWN OF LANDIS, a municipal corporation, party of the second part, both existing under and by the virtue of the laws of North Carolina.

WITNESSETH

That for and in consideration of the mutual covenants herein contained the parties agree as follows:

First: The Town of Landis shall lease to the County an area at the rear of its police and fire headquarters building located at 136 North Central Avenue, consisting of 1,521 square feet (approximately 39 feet by 39 feet).

Second: The rent shall be \$125.00 per month for the lease and the lease shall extend for twelve months, beginning February 1<sup>st</sup>, 2016, and ending February 1<sup>st</sup>, 2017. The option of the County is to renew the lease for 12-month periods for the next five years at the end of the initial term. Beginning February 1<sup>st</sup>, 2016, the County shall pay \$450.00 each month for the purpose of reimbursing the Town of Landis for the EMS pro-rata share for utilities. That a like sum shall be paid each month thereafter.

Third: In the event the Rowan County Board of Commissioners does not appropriate funds for the continuation of this agreement, then the agreement shall be terminated upon receipt of a notice from the County. The agreement may be terminated by either party with written notice to the other party sixty days in advance.

Fourth: The parties agree to indemnify and hold each other harmless against all causes of action arising out of the use and occupancy by the County of the demised premises. The parties agree that the County shall use the demised premises for its emergency ambulance services.

Fifth: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Barry E. Haskins  
Rowan County Finance Director

6/29/16  
Date


\$1 575.00

IN WITNESS WHEREOF the parties have executed this lease the date and year first above written.

ROWAN COUNTY

By:   
Director, Emergency Services

TOWN OF LANDIS

By:   
Mayor

1154371-  
544020  
8  
575 per mc  
then Feb 22

## Workflow Acknowledgment

Purchasing Director 

**Anna Bumgarner**

E-signed 2022-03-21 04:40PM EDT  
anna.bumgarner@rowancountync.gov  
Rowan County, NC Information  
Systems

BOC Approval: n/a


Insurance: n/a

Comment:

CIO: 

**Randy Cress**

E-signed 2022-03-21 05:00PM EDT  
randy.cress@rowancountync.gov  
Rowan County, NC Information  
Systems, Assistant County Manager /

County Attorney:   
Jay Dees (Mar 21, 2022 18:00 EDT)

**Jay Dees**

E-signed 2022-03-21 06:00PM EDT  
jay.dees@rowancountync.gov

Legal Comment: