

RESOLUTION 16-81

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Lease between the City and Bay County, Florida, relating to the lease of office space in the building at 17109 Panama City Beach Parkway, in the basic amount of THIRTY-SEVEN THOUSAND EIGHTY Dollars (\$37,080.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of May, 2016.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk

LEASE

THIS LEASE made this ____ day of _____, 2016, by and between the City of Panama City Beach, Florida, as Lessor (the "City"), and Bay County, Florida, as Lessee, acting by and through its Board of County Commissioners (the "County"),

In consideration of rent to be paid and the mutual benefits herein, the City leases to the County approximately THREE THOUSAND ONE HUNDRED (3,100) square feet of enclosed office space in the building at 17109 Panama City Beach Parkway as more particularly shown upon the attached and incorporated sketch marked Exhibit "A," subject to the terms and conditions hereof, which are:

1. The term of this Lease is for ONE year commencing June 13, 2016. Thereafter, the County Manager and the City Manager may jointly agree to extend this Agreement for consecutive one (1) year terms on the same terms and conditions contained herein.
2. Rent is THIRTY-SEVEN THOUSAND EIGHTY DOLLARS (\$37,080.00) ANNUALLY payable in installments of \$3,090.00 per month, due and payable in advance on the same day of each month, commencing June 13, 2016.
3. The City shall be responsible for usual and customary amounts of water and sewer service consumed in the leased premises; structural maintenance and repair of the roof; structural and cosmetic maintenance and repair of the exterior walls; and maintenance and repair of the plumbing, electrical and HVAC systems (except light fixtures, switches, receptacles and plumbing fixtures in the leased premises which the County shall maintain, repair and replace as necessary).
4. County shall keep the interior of the leased premises in good order and condition, and shall be responsible for maintenance, repairs and replacements of each and every part of the interior of the leased premises including, without limiting the generality of the foregoing, interior non-load bearing walls, non-load bearing partitions and ceilings, interior and entrance doors and door frames, windows and window frames, moldings, paint, wall and floor coverings, and fixtures. County shall keep the leased premises in fresh, first class and attractive condition throughout the term of the Lease. County shall be responsible for all electrical service and its telecommunications equipment and service supplied to the leased premises. The City agrees that County may have use of the SunCom telephone lines and equipment, and the alarm system currently located in the leased premises, provided that the City shall have the right of first refusal to use any excess capacity in such lines, equipment and system. The City makes no representation or warranty with respect to such items and shall not be responsible for any cost or liability associated with them, from which costs and liability the County shall indemnify and hold the City harmless.

5. County shall neither permit nor commit waste of the leased premises or of the building of which the leased premises forms a part.
6. County shall use the leased premises solely for governmental purposes, primarily as offices providing walk-in services to the public but also including administrative offices ancillary to such services.
7. The County shall modify the leased premises (including plumbing, electrical and HVAC systems) to fit the needs of the Tax Collector and this shall be done at the expense of the County. All such modifications shall require the City's prior, written consent which shall not be unreasonably withheld. Any other construction or improvements required during the term of this Lease shall also have the prior written approval of the City, which shall not be unreasonably withheld.
8. All equipment and personal property required by the County in the conduct of its operation shall be supplied by the County, and shall be referred to hereinafter as the "County's Property." When no default exists, the County's Property may be removed upon termination of the Lease, provided that there be no damage to the realty, or only inconsequential damage caused by removal which shall be repaired by the County.
9. Any provision or implication in this Lease to be contrary notwithstanding, no lien, charge, claim or demand shall attach to the interest of the City in the leased premises or the parcel on account of any contract, act or omission of the County pursuant to the Construction Lien Law of Florida, or otherwise.
10. Upon written notice by the County of the need for repairs for which the City is responsible, the City shall proceed with reasonable diligence to repair the premises in a good workmanlike manner. Upon written notice by the City of the need for repairs for which the County is responsible, the County shall proceed with reasonable diligence to repair the premises in a good workmanlike manner.
11. The County shall maintain at its expense property and casualty insurance upon the furniture, fixtures, equipment, records, and all other of its items located in the leased premises in the amount of their full insurable value, and shall cause each insurer thereof to waive any right of subrogation against the City, its officers, agents or employees. The City shall maintain at its expense both property and casualty insurance upon the building of which the leased premises forms a part, naming the County as additional insured as its interest in the interior walls, et cetera, may appear.
12. The County agrees to maintain general liability insurance upon the leased premises and all activities conducted by, under or through the County therein or thereabouts, in an amount at least equal to the waiver of sovereign immunity cap. The City shall be named as an additional insured. The County shall supply a certificate that such insurance is in force

and said insurance coverage shall not be canceled without at least twenty (20) days' notice to the City.

13. To the extent permitted by law, the County shall indemnify, defend, save and hold harmless the City and all its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of or associated with breach of this Lease by the County or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the County, its subcontractors, agents or employees. This paragraph shall survive the termination of this Lease. Neither the County nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or any of its officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28 F.S. or any similar provisions of law. The Tax Collector or any similar governmental officer or employee using or occupying the leased premises with the County's consent, and their respective subcontractors, agents or employees, shall be deemed an agent of the County for all purposes under this Lease.
14. The County shall not assign its interest in this Lease or in the leased premises, or sublease all or any part of the leased premises, without first obtaining the City's consent which may be withheld in the City's sole discretion. Any assignment or sublease to which the City consents shall not relieve the County of its obligations under this Lease, unless otherwise mutually agreed.
15. This Agreement may be terminated by either party with or without cause upon six (6) months' written notice to the other party.
16. In the event that either party breaches the terms of this Lease agreement and litigation is initiated, each party shall pay its own attorneys' fees and costs.
17. The City and its authorized representatives shall have the right to enter the leased premises during the County's business hours, and at all other reasonable times with prior notice except for emergencies, for the purpose of:
 - A. Determining whether the leased premises are in good condition and whether the County is complying with its obligations under this Lease;
 - B. Doing any necessary maintenance and to make any restoration to the leased premises or the building and other improvements in which the leased premises are located that the City has the right or obligation to perform.

18. Both the City and the County shall conduct their respective activities on the leased premises in a manner that will cause the least inconvenience, annoyance, or disturbance to the other party as is reasonable.
19. Any notice, demand, request, or consent that either party desires or is required to be given by this Lease shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, or courier service requiring a receipt, to the following:

CITY: City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

COUNTY: Bay County Board of County Commissioners
840 W. 11th St.
Panama City, Florida 32401
Attn: County Manager

Either party may notify the other in writing of any different address for notice purposes. All such notices shall be deemed given on the date of receipt at the applicable address as evidenced by the return receipt.

20. Upon termination of this Lease by lapse of time or otherwise, County shall vacate and leave the leased premises in as good or better condition than received, except that County shall not be obligated to repair casualty damage to the leased premises which results in a termination of this Lease by either party.
21. County shall have the right to place a building sign on the front of the building identifying the County offices located in the leased premises. City shall have the right to approve the size and appearance of the sign, which approval shall not be unreasonably withheld. County acknowledges that City must reserve the right to place signage of its own on the front of the building and that the total building signage is limited by law.
22. County shall have the non-exclusive right to permit employees and visitors to the leased premises to park their motor vehicles in the parking lot owned by the City which lies adjacent to and north of the leased premises, provided that the City reserves the right to direct and reasonably regulate the use of its parking lot.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized officers the day and year first above written.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

ATTEST:

Bill Kinsaul, Clerk

By: _____
Mike Nelson, Chairman Date

Approved as to correctness of form:

Don Banks, County Attorney

CITY:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

Diane Fowler, City Clerk

By: _____
Mario Gisbert, City Manager Date

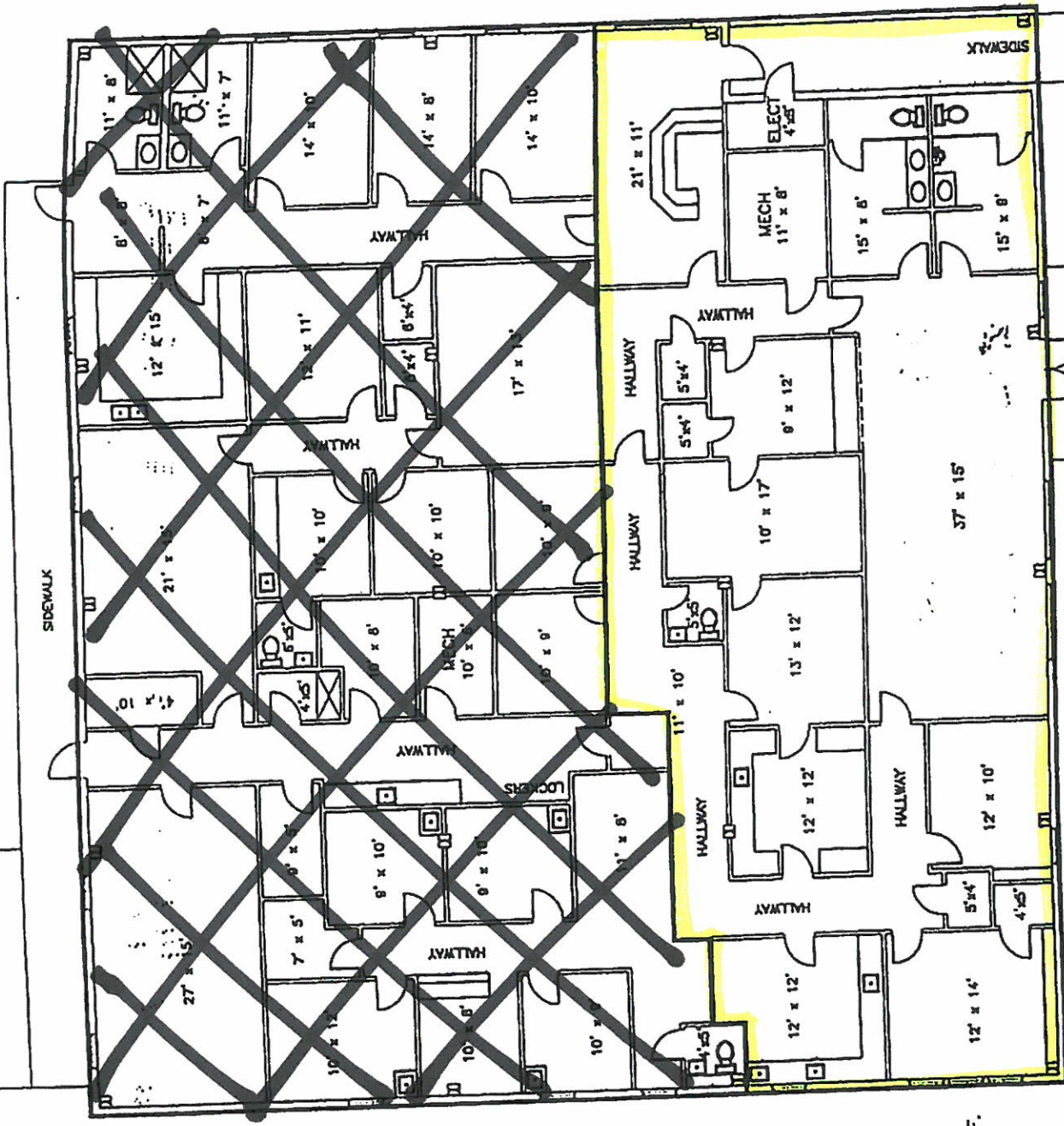
Approved as to correctness of form:

Amy E. Myers, City Attorney

Concurrence:

Peggy Brannon, Tax Collector

EXHIBIT "A"



Real and personal property located at 17109 Panama City Beach Parkway, Panama City Beach, Florida, and formerly known as the Bay County Health Department Building.

4,237 S.F.

3,200 S.F.