

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/11

Contract/Lease Control #: L07-0286-LIB

Bid #: NA Contract/Lease Type: EXPENDITURE

Award To/Lessee: LIBRARY CO-OP

Lessor/Owner: CITY OF NICEVILLE

Effective Date: 12/01/2006

Expiration Date: INDEFINITE (ANNUAL AUTO RENEWAL)

Description of Contract/Lease: OFFICE SPACE HQ FOR LIB CO-OP

Department Manager: LIB CO-OP

Department Monitor: MARY BALINT

Monitor's Telephone #: 609-5101

Monitor's FAX # OR E-Mail: MBALINT@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: ~~1/5/2007~~ 10/20/08 *AK*

Contract/Lease Control #: L07-0286-LI223 *AK*

Bid #: N/A

Contract/Lease Type: EXPENDITURE

Award To/Lessee: LIBRARY COOP

Lessor: CITY OF NICEVILLE

Effective Date: 12/1/2006 \$25,000.00 TOTAL ~~\$25,000.00~~ 26,000.00 *AK*

Term: EXPIRES ~~12/1/2008~~ 10/14/2010 *AK*

Description of Contract/Lease: LIBRARY COOP HQ OFFICE SPACE

Department Manager: LIBRARY COOP

Department Monitor: BOB GORIN

Monitor's Telephone #: 609-5102

Monitor's FAX #: 609-7676

Date Closed:

L07-0286-LI

LESSOR: CITY OF NICEVILLE

LIBRARY COOP HQ OFFICE SPACE

EXPIRES: 10/14/2010

Instr # 2526563 BK: 2862 PG:2183,Page 1 of 2
Recorded 10/17/2008 at 08:39 AM,
RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00

LEASE

DEPUTY CLERK DRUBALCAVA
DON W. HOWARD CLERK OF COURTS, OKALOOSA COUNTY, FL

THIS LEASE is made between THE CITY OF NICEVILLE, FLORIDA, a municipality under the laws of the State of Florida (the "Lessor"), and THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (OKALOOSA COUNTY PUBLIC LIBRARY COOPERATIVE), a political subdivision of the State of Florida (the "Lessee"), for the following uses and purposes:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by each of the parties hereto, Lessor and Lessee covenant and agree as follows:

LEASED PROPERTY. Lessor hereby leases to Lessee, and Lessee hereby lets from Lessor an office suite located in the City of Niceville Public Library building located at 206 N. Partin Drive, Niceville, Florida, for the purpose of housing the Okaloosa County Public Library Cooperative headquarters; to have and to hold, subject to the terms and conditions hereinafter set forth, for the Lease Term (as hereinafter defined).

LEASE TERM. The term of this Lease (the "Lease Term") shall be for an initial period of two years commencing on the date hereof. After the initial two year period; thereafter, this Lease will automatically renew annually. The Lease may be terminated at any time by either the Lessor or the Lessee by providing four months written notification to the other party. Upon expiration of the Lease Term, the Okaloosa County Public Library Cooperative shall surrender and deliver the Leased Property to the City of Niceville in the same condition in which existed at the commencement of this Lease, excepting only ordinary wear and tear.

REIMBURSEMENT. Lessee agrees to pay to Lessor as reimbursement (hereinafter the "reimbursement"), an annual reimbursement in the amount of \$13,000.00 for the initial two year period. Thereafter, reimbursement payment amounts will be determined annually. Reimbursement payments shall be made on a quarterly basis, which the sum thereof will total the annual amount due, coinciding with the allocation allotments from the Okaloosa County Public Library Cooperative to the City of Niceville. All reimbursement shall be due and payable without the requirement of notice or demand from Lessor and shall not be subject to deductions for counter claims or setoffs claimed against Lessor, which claims, if any, would have to constitute separate actions by Lessee.

UTILITIES. Lessee shall be responsible for the costs, including installation or hookup charges, for telephone service and internet access required in connection with Lessee's occupancy and use of the Leased Property. Lessor shall be responsible for all other utilities.

INSURANCE. Lessee shall be responsible for and maintain insurance upon all Leased Property contents, including but not limited to, furniture, equipment, etc. Lessor will not be responsible for any contents located within the Leased Property.

ORIGINAL

CASUALTY LOSSES. In the event the Leased Property is totally destroyed, or materially damaged by fire or other casualty, Lessee or Lessor shall have the right to cancel or terminate this Lease as of the date of such destruction or damage by giving written notice to the other party of such cancellation. In the event of such cancellation, both parties shall thereupon be relieved of any further liability under this Lease.

LEASEHOLD IMPROVEMENTS. Lessee shall not have the right to make alterations and additions to the Leased Property, without the prior written consent of Lessor.

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized officers, effective this date Oct. 14, 2008.

LESSOR:

THE CITY OF NICEVILLE, FLORIDA

By:

Lannie L. Corbin
Lannie L. Corbin, City Manager

Attest:

Daniel J. Doucet
Daniel J. Doucet, City Clerk

LESSEE:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY PUBLIC LIBRARY COOPERATIVE

By:

James F. Campbell
James F. Campbell, Chairman

Attest:

Gary S. Stanford
Gary S. Stanford, Deputy Clerk of the Court

