Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 1,563 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 306 BUTZTOWN ROAD, BETHLEHEM, PENNSYLVANIA FROM THE TOWNSHIP OF LOWER NAZARETH, A PENNSYLVANIA MUNICIPAL CORPORATION, 623 MUNICIPAL DRIVE, SUITE 200, NAZARETH, NORTHAMPTON COUNTY, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves of the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchase, conveys, leases or authorizes the purchase, conveyance or lease of any real property of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton to lease from the Township of Lower Nazareth approximately 1,563 square feet of office space identified as 306 Butztown Road, Bethlehem, Pennsylvania, for an initial rent of $1 per annum from the commencement of the term of this lease and continuing through the original lease term. The terms and conditions of the lease shall be in accordance with the Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the _____ day of _____ 2019 and was adopted by the Northampton County Council on the _____ day of _____ 2019.

Attest:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council President

Lamont G. McClure
County Executive
LEASE AGREEMENT

LOWER NAZARETH TOWNSHIP SENIOR CENTER

This Lease is made and entered into on the ______ day of ____________, 2019, between the TOWNSHIP OF LOWER NAZARETH, a Pennsylvania Municipal Corporation, 623 Municipal Drive, Ste. 200, Nazareth, Northampton County, Pennsylvania, 18064, referred to in this Lease as Lessor, and the COUNTY OF NORTHAMPTON, a Pennsylvania Municipal Corporation, Northampton County Government Center, 669 Washington Street, Easton, Pennsylvania 18042, referred to in this Lease as Lessee.

LESSOR LEASES TO LESSEE, AND LESSEE LEASES FROM LESSOR, 306 BUTZTOWN ROAD, BETHLEHEM, PENNSYLVANIA 18020 HEREINAFTER CALLED "LEASED PREMISES." THE LEASED PREMISES CONSISTS OF THE AREA OF THE BUILDING FORMERLY OCCUPIED BY THE LOWER NAZARETH MUNICIPAL OFFICES AND CONSISTS OF APPROXIMATELY 1,563 SQUARE FEET.

LESSOR SHALL PROVIDE LESSEE WITH A SECURE OFFICE SPACE FOR THE USE OF THE SENIOR CENTER COORDINATOR. LESSOR SHALL ALSO PROVIDE A SECURE STORAGE SPACE FOR LESSEE’S USE.

ARTICLE 1. TERM

1.01 Lease Term. The term of this Lease shall be for one year, commencing July _____, 2019, and ending on July _____, 2020, unless sooner terminated as provided in this Lease.

1.02 Automatic Renewal. This Lease will continue for a like terms of one year ("Renewal Term") under the same terms and conditions as stated in this Lease unless either party gives notice, in writing to the other party at least ninety (90) days prior to the end of this Lease or each Renewal Term as the case may be, of its intention to terminate the Lease Agreement.

ARTICLE 2. RENT

2.01 Initial Rent. Lessee will pay to Lessor the sum of $1 per annum, from the commencement of the term of this Lease and continuing through the original Lease term.

ARTICLE 3. USE OF PREMISES

3.01 Permitted Use. Lessee will use the Leased Premises for the operation of a Senior Citizen Center operated under the Direction of the Northampton County Agency on Aging.

3.02 Signs. Lessee shall obtain written approval from the Lessor prior to erecting any signs on the property.
3.03 Governmental Functions. It is understood and agreed between the parties hereto that if the governmental function for which these premises are being leased is abolished, limited, restricted, or reorganized as a result of any act of the Pennsylvania legislature or of the United States Congress or an administrative action undertaken by Northampton County Council, then the Lessee shall have the absolute privilege of canceling this Lease upon thirty (30) days written notice.

3.04 Use of Common Areas. As may be applicable to the Leased premises, restrooms, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Building are for the joint use of all Lessees of the Building. Lessee and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly, and sanitary manner in cooperation with all other Lessees and their officers, employees, agents and invitees.

3.05 Hours of Operation. Lessee shall operate the Lower Nazareth Township Senior Center on a weekly basis, Monday through Friday, between the hours of 9:00 a.m. and 2:00 p.m. Lessee acknowledges that during periods outside of the hours of operation listed, Lessor shall rent the Leased Premises to other parties for daily use.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

4.01 Services and Maintenance by Lessor. Lessor shall furnish the Leased Premises with all utilities and services required by any local, state or federal law or regulation, including, but not limited to, the following services and maintenance:

(a) Heat and Air Conditioning. Heat, ventilation and air conditioning to provide and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 68°F Fahrenheit nor higher than 74°F Fahrenheit, and a relative humidity of not more than 50%.

(b) Electricity. Lessor shall provide electrical service capable of operating that equipment throughout the term of this Lease or any renewal or extension thereof. Lessor shall pay for all electric service for Leased Premises.

(c) Water. Hot and cold water for all lavatory, kitchen and drinking purposes.

(d) Plumbing. Operating bathroom facilities within the premises.

(e) Parking. Lessor shall provide adequate parking for employees and public use. In any event, Lessor shall provide not less than twelve (12) off street parking spaces for the sole use of Lessee during the hours of operation.

(f) Janitorial Service. Removal of trash and garbage, recycling costs, and replacement of light globes or fluorescent tubes in the lighting fixtures.
(g) **Flooring.** Lessor shall provide and maintain adequate flooring in good condition throughout the term of this Lease. The flooring shall be a vinyl flooring with the appearance of hardwood flooring.

(h) **Paint.** Lessor shall paint the premises every three (3) years as designated by the Lessee in a neutral tone.

(i) **Maintenance of Common Areas.** Maintenance of the public and common areas of the Building and the property on which the Building is situated, including, lobbies, stairs, corridors, restrooms, walkways, lawns, courtyards, and parking areas, in reasonably good order and condition, including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas.

(j) **Maintenance of Building Structure.** Maintenance of the structure of the Building, including, but not limited to, the roof, exterior walls, (including windows), floors, and foundation. Lessor shall make all repairs, which may be needed to the mechanical, HVAC, electrical and plumbing systems in and servicing the Premises, and all repairs to exterior windows and glass.

4.02 **Maintenance of Services.** Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilations and other systems set forth in Paragraph 4.01 and such other systems as are required to perform and maintain the above services. All such services shall be in operating order twenty-four hours a day. If any such system shall not be in proper operating order for a period in excess of twenty-four hours, then Lessee shall have the right to repair and maintain said non-operating system and to remit invoice to the Lessor.

4.03 **Maintenance and Surrender by Lessee.** Except as provided in Paragraph 4.01, Lessee shall maintain the Leased Premises throughout the Lease term and any extensions of that term and keep them free from waste or nuisance. At the termination of the Lease, Lessee shall deliver the Premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage, by fire, flood, or another casualty.

**ARTICLE 5. TAXES**

5.01 **Real Property Taxes and Assessments.** Lessor shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises during the term of this Lease, including any special assessments imposed on or against the Premises for the construction or improvement of public works.

5.02 **Payment of County Taxes.** Lessor certifies, as a condition precedent to the execution of the Agreement, and as an inducement for County to execute the same, that Lessor is not delinquent on any taxes owed to County. Delinquent is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Northampton County Tax Claim
Bureau. Lessor further agrees, as a specific condition of this Agreement, that it shall remain current on all taxes it owes to the County.

5.03 Tax-Exempt Status. In the event that the activities of Lessee causes the Lessor to lose the existing tax-exempt status of the building, Lessee agrees to pay the resulting taxes assessed against Lessor for local, county and school real estate taxes.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01 Consent of Lessor. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

6.02 Fixtures. Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove such items at the termination of this Lease, provided the fixtures can be removed without structural damage to the Leased Premises. Prior to the termination of this Lease, Lessee must repair any damage caused by the removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee at the termination of this Lease shall become the property of the Lessor.

6.03 Kitchen Appliances. Lessor agrees to purchase all kitchens appliances at the commencement of this lease. At the expiration of the lease LNT will retain ownership of same. LNT shall remain responsible for maintenance, repair and replacement of the appliance during the Lease.

ARTICLE 7. DAMAGE OR DESTRUCTION.

7.01 Notice to Lessor. If the Leased Premises or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor.

7.02 Total Destruction. If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Building or Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor's reasonable judgment, be completed within thirty (30) working days, this Lease shall terminate effective as of the date of written notification as provided in Paragraph 7.01.

7.03 Partial Destruction. If the Leased Premises are damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) days, this Lease shall not be terminated except as provided in Subparagraphs (a) and (b).
(a) If the partial destruction of the Leased Premises occurs prior to the final two (2) months of the Lease term, Lessor shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged building and improvement to substantially the condition in which they existed prior to such damage. If the Leased Premises are untenantable in whole or in part following such damage, Lessor is expected to undertake the necessary repairs immediately. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease by ten (10) days written notice to Lessor. On such notification, all rights and obligations under this Lease shall cease.

(b) If partial destruction of the Leased Premises occurs in the final two (2) months of the Lease term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Leased Premises, or if the insurance proceeds available for restoration are not sufficient to restore the Leased Premises to substantially its condition prior to the casualty, Lessor need not rebuild or repair the Premises and shall notify Lessee in writing of its intention not to rebuild or repair. If Lessor elects not to rebuild or repair the Premises and the Leased Premises are untenantable in whole or in part following such damage, Lessee may elect to terminate the Lease as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease with the rent for the remainder of the Lease period adjusted equitably. Lessee shall notify Lessor of such election within thirty (30) days after receipt of Lessor’s notice described above.

7.04 Insurance. Lessor shall and will, at Lessor’s sole expense, secure and maintain during the term of this Lease Agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Leased Premises and other improvements on the Leased Premises, provided that insurance in that amount can be obtained, and if not then for the highest percentage that can be obtained.

7.05 Lessee Insurance. Lessee shall and will, at Lessee’s sole expense secure and maintain during the term of this Lease Agreement a comprehensive policy of general liability insurance, naming Lessor as additional insured, protecting Lessor against any liability occasioned by any occurrence on or about any part of the Leased Premises or any appurtenances thereto, with such policies to provide a minimum coverage of $1,000,000 with respect to any one person or accident and in the minimum amount of $500,000 with respect to property damage.
ARTICLE 8. CONDEMNATION

8.01 Total Condemnation. If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof or if any part of the Building is taken by condemnation, then this Lease shall terminate on the date when title vests in the condemning authority.

8.02 Partial Condemnation. If any part of the Leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the Lessee, or if any of the Building is taken or conveyed and, in Lessor’s sole opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Building, then the term of this Lease shall cease and terminate as of the date on which title to the Leased Premises or Building vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Lessee, in Lessee’s sole opinion, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

8.03 Lessee’s Damages. Lessee shall have the right to claim and recover from the condemning authority, or from the Lessor if appropriate, such compensation as may be separately awarded or recoverable by Lessee under the Eminent Domain Code in Lessee’s own right.

ARTICLE 9. ACCESS AND INSPECTION BY LESSOR

9.01 Lessor and its officers, agents, employees, and representatives shall have the right to enter the Leased Premises, at reasonable hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary, or to show the Premises to prospective Lessees, purchasers or lenders.

ARTICLE 10. ASSIGNMENT AND SUBLEASE

10.01 Assignment and Subletting by Lessee. The purpose of the Leased Premises is solely for the purpose of establishing a senior center to further the goals of the Agency on Aging, a subsidiary of the Department of Human Services. No assignment or subletting of the Leased Premises shall be permitted.

10.02 Assignment by Lessor. This Lease may be assigned by Lessor to any successor of the Leased Premises, but only with the written approval and consent of both parties.
ARTICLE 11. DEFAULT

11.01 Lessee's Default. If Lessee fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee shall be deemed a default.

11.02 Remedies for Default. On the occurrence of any event of default specified in Paragraph 11.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease.

11.03 Lessor's Default. If Lessor defaults in the performance of any term covenant, or condition required to be performed by it under this agreement, Lessee may elect to do either one of the following:

(a) After not less than ten (10) days’ written notice to Lessor, Lessee may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand.

(b) Lessee may terminate this Lease on giving at least ten (10) days’ notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the ten (10) day period.

11.04 Cumulative Remedies. Pursuit to any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease.

11.05 Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provision or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.
ARTICLE 12. COUNTY ORDINANCE MAINDATED CONDITIONS

12.01 Cancellation of Contracts. In the event Lessee becomes a successive governmental body to the County of Northampton, then the successor Lessee shall have the authority to cancel said Lease upon sixty (60) days’ notice to Lessor.

12.02 Undue Influence. Lessor agrees not to hire any County personnel who have exercised discretion in the awarding, administrating or continuance of this Lease for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this contract.

12.03 Conflict of Interest: Lessor agrees to notify in writing the County as soon as Lessor learns that:

(a) A current employee of the County has commenced, or is intending to commence, employment with the Provider while continuing to maintain County employment, or;

(b) A current employee of the County has performed, or is intending to perform, services to the Provider as an independent contractor while continuing to maintain County employment. Any written notice required to be given under this section shall specify the County employee’s (associate’s) name, the nature of the County employee’s (associate’s) employment or contract with the Provider commenced.

12.04 Breach of Contract:

(a) The Lessor agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this Contract.

(b) When a breach of contract has occurred, the County, the exercise of its discretion, may allow the Lessor a specific period of time to correct its breach of this Contract. Such period of time shall not exceed thirty (30) days.

(c) If Lessor does not correct its violation of the Contract as specified, the County may terminate the Contract in whole or in part if such partial termination is in the best interest of the County.

12.05 Appropriation of Funds. This Contract is contingent upon the availability of appropriated funds from which payments can be made in accordance with 12.06 below.

12.06 Non-Appropriation of Funds. In the event of non-appropriation of funds, in good faith, at any time during the term of the Contract, which would prevent the County from making payment under the terms and conditions of the Contract, the County may terminate the Contract, without the assessment of any termination charges or financial penalties against the County, by
providing written notice of intent to terminate to the contracting party. Written notice shall be
given one (1) year prior to the termination pursuant to this subsection.

ARTICLE 13. INDEMNIFICATION

13.01 Lessee hereby indemnifies and agrees to save harmless Lessor from and against
any and all claims that (i) arise from or are in connection with possession, use, occupation,
management, repair, maintenance or control of the Leased Premises by Lessee or (ii) arise from
or are in connection with any act or omission of Lessee or Lessee’s agents, employees or
invitees, or (iii) result in injury to person or property or loss of life sustained in the Leased
Premises. Lessee shall, at its own cost and expense, defend any and all actions, suits and
proceedings, which may be brought against Lessor with respect to the foregoing or in which they
may be impleaded. Lessee shall pay, satisfy and discharge any and all judgments, orders and
decrees which may be recovered against in connection with the foregoing. Lessee shall py all
costs, expenses and reasonable attorneys’ fees that may be expended or incurred by Lessor in
enforcing the covenants of Lessee hereunder. This indemnification does not protect or save
harmless Lessor from its own negligent, reckless or intentional conduct.

ARTICLE 14. MISCELLANEOUS

14.01 Americans with Disabilities Act. Lessor agrees that the premises will comply with
all provisions of the Americans with Disabilities Act to the greatest extent possible. Lessee
acknowledges and recognizes the Leased Premises are within a building that is over 100-years
old.

14.02 The following requirements of DCED are included herein by reference:

14.03 Any and all notes, memos or conditions established during negotiations of this
Lease are incorporated herein by reference.

14.04 Notices and Addresses. All notices to be given under the agreement shall be given
by certified mail or registered main, postage prepaid, return receipt required, addressed to the
property party, at the following addresses:

Lessor: Lower Nazareth Township, Northampton County
623 Municipal Drive, Ste. 200
Nazareth, PA 18064

Lessee: County of Northampton
Office of the Solicitor
Northampton County Government Center
669 Washington Street
Easton, PA 18042

Either party may change the address to which notices are to be sent by giving the other party
notice of the new address in the manner provided in the Paragraph. Notice by registered or
certified mail shall be deemed given on the third business day following deposit in the mail.
14.05 Binding Successors and Assigns. All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this Lease.

14.06 Reasonableness. In all instances were Lessor's or Lessee’s consent, permission, or approval is required, the same shall not be unreasonably refused, withheld, or delayed.

14.07 Pennsylvania Law to Apply. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this agreement are performable in Northampton County, Pennsylvania.

14.08 Legal Construction. In the event any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

14.09 Prior Agreements Superseded. This Lease constitutes the only Agreement between Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

14.10 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the Lessor and Lessee.
IN WITNESS WHEREOF, the parties hereto execute this Agreement, and intend to be legally bound hereby.

LESSOR: Lower Nazareth Township, Northampton County

ATTEST
LOWER NAZARETH TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

By: ________________________________  By: ________________________________
Tammi Dravec, Secretary                James Pennington, Chairman

LESSEE: COUNTY OF NORTHAMPTON NORTHAMPTON COUNTY, PENNSYLVANIA

ATTEST

By: ________________________________  By: ________________________________
By: __________________________________
Lamont G. McClure                      County Executive