

RESOLUTION NO. 2009-314

Late Filing

SPONSOR Mr. Pry

DATE August 24, 2009

COMMITTEE: Planning

A Resolution authorizing the County Executive to execute a lease agreement with the Ohio Attorney General for approximately 77 square feet of office space on the second floor of the Ohio Building, located at 175 South Main Street, Akron, Ohio 44308, in Council District 4, for a two-year term, from 7/1/09 through 6/30/11, for an annual rent of \$1.00, with two options to renew for an additional two-year term, for the Executive, and declaring an emergency.

WHEREAS, the County of Summit wishes to execute a lease agreement with the Ohio Attorney General for approximately 77 square feet of office space on the second floor of the Ohio Building, located at 175 South Main Street, Akron, Ohio 44308, in Council District 4, for a two-year term, from 7/1/09 through 6/30/11, for an annual rent of \$1.00, with two options to renew for an additional two-year term; and

WHEREAS, the aforementioned lease will enable the Ohio Attorney General to have a physical presence in downtown Akron and will facilitate greater cooperation between the County's Office of Consumer Affairs and the Ohio Attorney General; and

WHEREAS, because the Ohio Attorney General is an officer of the State of Ohio, pursuant to Section 177.17(e) of the Codified Ordinances of the County of Summit, the approval of the Board of Control is not required for the execution of the aforementioned lease; and

WHEREAS this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the County of Summit to authorize the County Executive to execute the aforementioned lease;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The County Executive is hereby authorized to execute a lease agreement with the Ohio Attorney General for approximately 77 square feet of office space on the second floor of the Ohio Building, located at 175 South Main Street, Akron, Ohio 44308, in Council District 4, for a two-year term, from 7/1/09 through 6/30/11, for an annual rent of \$1.00, with two options to renew for an additional two-year term.

SECTION 2

This Resolution is declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit and for the further purpose of immediately authorizing the Executive to execute a necessary lease with the Ohio Attorney General.

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SECTION 3

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.


SECTION 4

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

INTRODUCED August 10, 2009

ADOPTED August 24, 2009


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED August 24, 2009


EXECUTIVE

ENACTED EFFECTIVE August 24, 2009

Voice Vote: 11-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras Poda, Prentice, Rodgers, Schmidt, Shapiro, Smith

COUNTY OF SUMMIT, OHIO

09-314

AND THE

OHIO ATTORNEY GENERAL

LEASE OF SPACE LOCATED AT 175 SOUTH MAIN STREET

THIS LEASE AGREEMENT ("Lease") is entered into as of this ____ day of _____, 2009 at Akron, Ohio by and between the **COUNTY OF SUMMIT, OHIO**, hereafter referred to as the "Landlord", having its principal place of business located at 175 S. Main Street, Executive's Office, Akron, Ohio 44308 and the **OHIO ATTORNEY GENERAL**, hereafter referred to as the "Tenant" having its principal place of business located at 30 E. Broad Street, 17th Floor, Columbus, Ohio 43215-3428.

WITNESSETH:

In consideration of the covenants and agreements hereinafter set forth to be performed by the parties, Landlord agrees to lease the following described premises ("Premises") to Tenant on the terms and conditions as set forth in this Lease:

"Premises" shall consist of approximately seventy-seven (77) square feet of space on the 2nd floor of the Ohio Building, located at 175 S. Main Street, Executive's Office, Akron, Ohio 44308.

1. TERM. This Lease shall be for a period of two years commencing on July 1, 2009 and terminating on June 30, 2011 ("Term"), with two (2) options to renew by Tenant for an additional two year term each upon such conditions and terms mutually agreed to by the parties in writing.
2. REMUNERATION. Tenant shall pay rent of \$1.00 annually.
3. USE. The Premises shall be used by Tenant for office space for its operation of local office of the Ohio Attorney General ("Use"). Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all ordinances, regulations, and laws.
4. MAINTENANCE. Landlord shall be responsible for maintenance.
5. UTILITIES AND SERVICES. Landlord shall be responsible for the payment of utilities for the Premises which shall include gas, electricity, water and sewer and trash removal. Tenant shall pay all expenses through reimbursement of the Landlord for telephone services, fax machine lines and internet service, as set forth on Schedule A, attached hereto and incorporated herein by reference. Tenant shall pay the monthly fee for parking set forth on Exhibit A directly to Ampco System Parking.
6. BUILDING SECURITY. Landlord shall be responsible for building security.

7. INSPECTIONS / PERMITS. Tenant will comply with all laws, rules, ordinances, zoning requirements and other requirements relating to the occupancy of buildings, arrange for all necessary inspections and secure all necessary permits to assure the propriety and legality of the Tenant's Use of the Premises.

8. INSURANCE. The Landlord will carry insurance coverage on the Premises for Comprehensive and General Liability. Tenant shall be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as Landlord and Tenant may otherwise mutually agree.

9. TAXES. The Landlord will be responsible for payment of any property taxes.

10. DAMAGE TO BUILDING. In the event the leased Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate. The rental and other expense items shall be prorated between Landlord and Tenant up to the time of such damage or destruction of said Premises. Should only a part of the leased Premises thereby be rendered untenantable for a period of thirty (30) days or more, the Rent shall abate in the proportion which the damaged part bears to the whole leased Premises. At Landlord's option, such part so damaged may be restored by Landlord after which the full Rent shall recommence and the Lease shall continue according to its terms. Should the Premises be rendered partially untenantable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Lease term or either party may terminate the Lease upon written notice to the other.

11. HAZARDOUS OR UNLAWFUL USE. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. All parties agree that they will not violate any local, state or federal laws in operation and Use of the Premises.

12. LANDLORD'S ACCESS. Landlord, including its agents, shall have free access to the Premises at any time for any purpose with twenty-four (24) hour advance notice to the Tenant, except such notice is not required for an emergency where time for such notice is not possible.

13. ASSIGNMENT OF LEASE. Tenant may not assign this Lease or sublet the Premises or any part thereof.

IN WITNESS WHEREOF, the parties hereby sign this Lease Agreement as of the date set forth above:

"TENANT"
RICHARD CORDRAY
OHIO ATTORNEY GENERAL

By: _____
Leesa Brown
Executive Director
Policy and Public Affairs

Date: _____

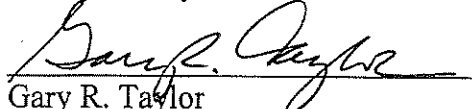
STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared Leesa Brown, who acknowledged that she did sign the foregoing instrument on behalf of the Ohio Attorney General in her official capacity as Executive Director of Policy and Public Affairs, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this ____ day of _____, 2009.

Notary Public

APPROVED AS TO FORM:
Ohio Attorney General



Gary R. Taylor
Assistant Section Chief
Business Counsel

Date: 7/29/09

**“LANDLORD”
COUNTY OF SUMMIT, OHIO**

By: _____
Russell M. Pry, Executive

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared Russell M. Pry, who acknowledged that he did sign the foregoing instrument on behalf of the County of Summit, Ohio, in his official capacity as its Executive and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this ____ day of _____, 2009.

Notary Public

APPROVED AS TO FORM:

Richard E. Dobbins
Director, Department of Law

SCHEDULE A

Tenant shall reimburse Landlord for the following costs relating to the lease of the Premises:

1. Telephone line: \$17.74 per month + usage costs for local and long distance calls.
2. Fax line: \$17.74 per month + usage costs for local and long distance calls.
3. Internet service/connection: No charge.
4. Parking fee: \$62.50 per month—paid by Tenant directly to Ampco System Parking.