

RESOLUTION NO. 2009-232

SPONSOR Mr. Pry

DATE June 15, 2009

COMMITTEE Planning

A Resolution ratifying an amendment to the Main Facility Lease Agreement with Akron General Medical Center for certain real property and facilities commonly known as Edwin Shaw Hospital, located at 1621 Flickinger Road, Akron, Ohio 44308, in Council District 8, and authorizing the County Executive to execute a renewal of the Lease Agreement(2nd of 3) for an additional two year term, from 5/14/09 through 5/13/11, for an annual rent of \$1.00, for the Executive, and declaring an emergency.

WHEREAS, County Council previously adopted Resolution No. 2003-031, which authorized the County Executive to enter into a lease agreement with Akron General Medical Center for certain real property and facilities commonly known as Edwin Shaw Hospital, located at 1621 Flickinger Road, Akron, Ohio 44308, in Council District 8, with one option to renew for an additional two year term, for an annual rent of \$1.00; and

WHEREAS, the County of Summit and Akron General Medical Center entered into the Main Facility Lease Agreement ("Lease") on March 14, 2003; and

WHEREAS, the initial term of the lease commenced on May 14, 2005 and expired on May 13, 2007; and

WHEREAS, the County and Akron General entered into the Amendment to the Lease on June 15, 2007, which renewed the Lease for an additional two year period, from 5/14/07 through 5/13/09 and further, authorized two additional options to renew for an additional two year term; and

WHEREAS, the approval of Council should have been, but was not obtained; and

WHEREAS, the current County Executive requests that this Council ratify the Amendment to the Lease and authorize the renewal of the Lease (2nd of 3) for an additional two year term, from 5/14/09 through 5/13/11, for an annual rent of \$1.00; and

WHEREAS, because Akron General is a non-for-profit hospital, pursuant to Section 177.17(e) of the Codified Ordinances of the County of Summit, the solicitation of offers and the approval of the Board of Control are not required; 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 ratify the Amendment to the Lease and to authorize the renewal of the Lease (2nd of 3) for an additional two year term, from 5/14/09 through 5/13/11, for an annual rent of \$1.00;

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

Voice Vote: 8-0-1
ABSTAIN: Shapiro
YES: Comunale, Crawford, Crossland, Feeman, Kostandaras, Poda, Schmidt, Smith
ABSENT: Rodgers & Prentice

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SECTION 1

The Amendment to the Main Facility Lease Agreement, effective June 15, 2007, with Akron General Medical Center for certain real property and facilities commonly known as Edwin Shaw Hospital, located at 1621 Flickinger Road, Akron, Ohio 44308, in Council District 8, is hereby ratified and shall be in full force and effect. The Amendment is attached hereto as Exhibit A and incorporated herein as if fully restated.

SECTION 2

The County Executive is hereby authorized to execute a renewal of the Main Facility Lease Agreement (2nd of 3) for an additional two year term, from 5/14/09 through 5/13/11, for an annual rent of \$1.00.

SECTION 3

This Resolution is hereby declared an emergency in the interest of the health, safety, and welfare of the citizens of the County of Summit, and for the further reason that it is necessary to immediately ratify the Amendment to Main Facility Lease Agreement and authorize the Executive to execute a renewal of the Lease Agreement for an additional two year term.

SECTION 4

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 shall be in force at the earliest time provided by law.

SECTION 5

It is found and determined that all formal action 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 June 1, 2009

ADOPTED June 15, 2009

Shavely F. Sheer
CLERK OF COUNCIL

Nick Kostandaras
PRESIDENT OF COUNCIL

APPROVED June 16, 2009

Russell M. ...
EXECUTIVE

ENACTED EFFECTIVE June 16, 2009

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AMENDMENT TO THE MAIN FACILITY LEASE AGREEMENT

This Amendment to the Main Facility Lease Agreement ("Amendment") is made as of the 15th day of June, 2007 ("Effective Date") by and between **COUNTY OF SUMMIT, OHIO**, a county and political subdivision of the State of Ohio, with an address at 175 South Main Street, Akron Ohio 44308 ("Landlord"), and **AKRON GENERAL MEDICAL CENTER**, an Ohio non-profit corporation with an address at 400 Wabash Avenue, Akron, Ohio 44307 ("Tenant").

RECITALS:

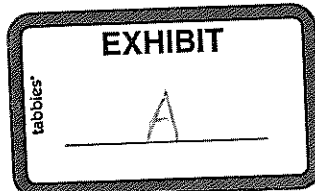
WHEREAS, on March 14, 2003, Landlord and Tenant entered into a Main Facility Lease Agreement ("Lease") for Tenant to lease from Landlord certain real property located at 1621 Flickinger Road, Akron, OH 44312 ("Premises"), and;

WHEREAS, pursuant to Section 2 of the Lease, the initial term commenced on May 14, 2005, and expired May 13, 2007; pursuant to Section 3 of the Lease, Tenant exercised its option for a two year Renewal Term, commencing May 14, 2007, and expiring May 13, 2009, and;

WHEREAS, both Landlord and Tenant desire to enter into a mutually beneficial arrangement to facilitate Tenant's future, continued lease of Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Main Facility Lease Agreement as follows:

Section 3 shall be amended to grant Tenant the option to renew the Lease for up to two separate, additional two-year terms. By way of clarification, the cap of Five Hundred



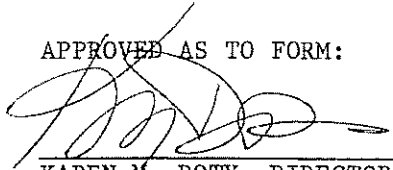
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Thousand Dollars (\$500,000.000) representing Tenant's financial obligation for maintenance and repair of Premises, as enumerated in Section 34, shall apply separately to each two-year renewal term described above. All terms and conditions applying during the Initial Term and original Renewal Term shall apply to the Additional Renewal Terms, if any.

Except as expressly modified hereby, all other terms of the Main Facility Lease Agreement shall remain unchanged.

SIGNED as of the day and year written above

APPROVED AS TO FORM:



KAREN M. DOTY, DIRECTOR
DEPARTMENT OF LAW

6-25-07
DATE

LANDLORD, COUNTY OF SUMMIT, OH

By:

Its


JAMES B. MCCARTHY, EXECUTIVE *MB*

TENANT, AGMC

By:

Its

Carly M. Keccio
Executive Vice President / COO