

2022-008 Exhibit A

COUNTY OF SUMMIT, OHIO, Landlord

AND THE

**CITY OF AKRON, OHIO, Tenant
(Police Auditor)**

FOR

LEASE OF SPACE LOCATED AT THE

**OHIO BUILDING- First Floor
175 South Main Street, Akron, Ohio 44308**

This **LEASE AGREEMENT** ("Lease") is entered into as of the date signed by the County Executive, by and between the **COUNTY OF SUMMIT, OHIO** ("Landlord"), an Ohio political subdivision having its principal place of business located at 175 S. Main Street, Executive's Office, 8th Floor, Akron, Ohio 44308, as authorized by County Council Resolution No. _____ and the **CITY OF AKRON, OHIO**, ("Tenant"), a municipal corporation having its principal place of business located at 166 South High Street, Akron, Ohio 44308 as authorized by Ordinance No. _____.

In consideration of the covenants and agreements as set forth herein and intending to be legally bound, the parties agree as follows:

1. **Premises.** The Landlord shall lease to the Tenant and the Tenant shall lease from the Landlord the "Premises" which is an office space, approximately **372.5 sq. ft.** in total, located in the Emergency Management Agency ("EMA") office, on the First Floor, in the Ohio Building, 175 S. Main Street, Akron, Ohio 44308 ("Building"). Tenant shall have non-exclusive access to all public areas of the First Floor of the Building including rest rooms and hallways. Landlord shall have the right to relocate the Premises at Landlord's sole discretion upon notice to the Tenant.

2. **Term.** This Lease shall be a month-to month lease, commencing on **January 1, 2022** and **terminating upon thirty days' notice by either party** ("Term") unless sooner terminated by default or as otherwise provided herein.

3. **Rent.** The charge for rental of the Premises shall be Three Hundred Eighty Eight Dollars and Two Cents (\$388.02) for rent per month and an additional Seventy Two Dollars (\$72) for parking per month for a Total Amount of **Four Hundred Sixty Dollars and Two Cents (\$460.02) per month** during the Term payable in advance on the first day of each month ("Rent"). The Rent shall **commence on January 1, 2022**. Tenant has no right to set off any amount from the Rent. The Rent shall be sent to:

County of Summit, Budget and Management
Attention: Rose DeBord
175 South Main Street, 7th Floor
Akron, Ohio 44308

4. Use. The Tenant shall use the Premises solely as general office space for the City of Akron's Police Auditor and for no other purpose ("Use"). Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all laws, rules, ordinances, zoning regulations and other requirements relating to the occupancy of the Premises. Tenant shall not use or occupy the Premises for any hazardous or unlawful purpose or in any manner that may injure the reputation of the Landlord or Building.
5. Parking. During the Term, the Tenant shall be provided one parking space in the Summit County Parking Deck. The parking space is a general public space which is not a reserved space or is not an assigned space. Tenant must comply with all rules and hours of operation for use of the Summit County Parking Deck.
6. Remodeling and Alterations is Prohibited. Tenant shall not make any alterations or additions to the Premises or Building which includes and is not limited to remodeling, painting, adding or removing fixtures or signage, without first obtaining Landlord's prior written consent which may be withheld at Landlord's sole discretion.
7. Maintenance and Repair. Landlord shall be responsible for ordinary repair and maintenance of the Premises which includes trash removal. Tenant shall pay all costs for any damage caused by Tenant or Tenant's employees, agents, licensees or invitees that is beyond ordinary wear.
8. Real Property Taxes and Utilities. Landlord shall be responsible for payment of all real estate property taxes and assessments on the Premises. Landlord shall be responsible for the payment of utilities for the Premises which includes gas, electricity, water and sewer.
9. Telephone and Internet. Landlord shall provide Tenant with wireless access to the internet through County resources but separate from the County network. Additionally, Landlord shall provide a data port for Tenant to connect a Voice Over Internet Protocol ("VOIP") phone solution. Landlord shall not charge Tenant for said wireless internet access or data port for VOIP phone solution. Tenant shall be responsible for any devices (such as phones, fax machine) to connect to the system.
10. Hours and Keys. The Building is open to the public from 7:30 a.m. to 4:00 p.m. Monday through Friday, except holidays, and will be available to Tenant and Tenant's visitors, guests and invitees during that time. Landlord will provide Tenant with sufficient number of keys to access the Premises, the Building and the Summit County Parking Deck. Landlord reserves the right to alter the public hours of the Building and Summit County Parking Deck. Tenant shall provide Landlord with the names of all individuals in possession of keys, must sign-out those keys to the specifically named individuals and shall return the keys to the Landlord at the end of the tenancy or upon any change in personnel assigned a key.

11. Furniture. Landlord shall provide Tenant the following furniture for use in the Premises during the Term: one desk and two chairs. The furniture remains County property upon expiration of this Lease. Upon approval by Landlord, Tenant may provide other furniture for use in the Premises at Tenant's own cost.

12. Landlord Access. Upon twenty-four (24) hour advance notice to the Tenant, the Landlord, including its agents, shall have access at all times to the Premises for any purpose including but not limited to making any necessary repairs, inspections and perform any necessary maintenance. No notice is required for an emergency where time for such notice is not possible.

13. Insurance. The Landlord will carry insurance coverage on the Premises for risk of fire and malicious mischief risks only. It is the responsibility of the Tenant to maintain adequate insurance coverage on the Premises for Comprehensive General liability including personal property located in the Premises and personal injury in the amounts of Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident.

14. Mutual Release. The Landlord and Tenant agree to release each other and not hold the other party liable for any claims or causes of action (including but not limited to negligence) of any kind or nature arising from this Lease. No party shall indemnify the other party. The parties shall have all defenses and immunities available by law, including but not limited to Ohio Revised Code Chapter 2744. No employee or agent of the parties shall be deemed an employee or agent of the other party. The Landlord and Tenant shall be responsible for their own employees and agents. This release survives the termination of this Lease.

15. Damage to Premises. In the event the Premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty, this Lease shall immediately terminate. Rent paid shall be prorated to the date of termination.

16. No Liability for Tenant's Property. Landlord shall not in any way be liable for any loss, expenses or damage to Tenant's property, property of others, personal injury or any other type of liability of any kind or nature occurring in, on or about the Premises, Building or Summit County Parking Deck or related to Tenant's use or occupancy of the Premises, Building or Summit County Parking Deck no matter what the cause including but not limited to any damage caused by any structural failure or collapses, bursting or leaking plumbing, gas, water, steam, pipes or conduits, water outlets, sewers, electrical and the roof. All personal property belonging to the Tenant or to any other person, located in or about the Premises, shall be there at the sole risk of the Tenant or such other person, and Landlord shall not be liable therefore.

17. Default and Remedies. It shall be an event of default if either party should fail to comply with the terms of this Lease or fail to perform any obligation under this Lease. In the event of default, the non-defaulting party may elect to terminate this Lease immediately upon written notice.

18. Return of Premises. Tenant agrees to surrender the Premises at the termination of the Term in the same condition as when the Premises was accepted, ordinary wear excluded. In the

event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to Landlord's satisfaction prior to Tenant's vacating the Premises. Upon Tenant's failure to make such repairs or replacements, Landlord shall cause such work to be completed and Tenant shall be responsible for such costs. Any of Tenant's property not removed within ten (10) days after the termination of this Lease shall be deemed abandoned by Tenant and at Landlord's election may be treated and/or disposed of by Landlord as its own property without further right of claim thereto by Tenant. Tenant shall pay the Landlord for any costs incurred by Landlord for such removal or disposal.

19. Assignment and Modification. This Lease shall not be modified or amended unless agreed to in writing by the parties. Tenant shall not assign this Lease or sublet the Premises.

20. Waivers. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

21. Authorization: The parties signing this Lease represent and warrant that they are authorized to enter into this Lease and bind their respective entities to the terms and conditions of the Lease.

22. Execution. This Lease supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the parties. Landlord and its agents have not made any representations or promises except as expressly set forth herein.

[Signatures on Next Page]

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

LANDLORD:

County of Summit, Ohio

By: _____
Ilene Shapiro, Executive

Date: _____

Approved as to form:

Deborah S. Matz, Director
Department of Law and Risk Management

STATE OF OHIO)
) **ss:**
COUNTY OF SUMMIT)

SWORN TO BEFORE ME AND SUBSCRIBED, a Notary Public in and for said State and County, personally appeared **Deborah S. Matz, on behalf of Ilene Shapiro**, the Executive for the County of Summit, Ohio, who acknowledged that she did sign the foregoing instrument by her own free act and deed on behalf of the **County of Summit, Ohio** being duly authorized on this ____ day of _____, 2022.

Notary Public

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

TENANT:

City of Akron, Ohio

By: _____
Daniel Horrigan, Mayor

Date: _____

Approved as to form:

Eve V. Belfance, Director of Law
City of Akron

STATE OF OHIO)
) **ss:**
COUNTY OF SUMMIT)

SWORN TO BEFORE ME AND SUBSCRIBED a Notary Public in and for the State and County, personally appeared before me, _____, on behalf of Daniel Horrigan, as Mayor, who executed the foregoing instrument and who acknowledged that he or she did sign the foregoing instrument on behalf of the City of Akron, Ohio, as being duly authorized and that the same is the free act and deed on this _____ day of _____, 2022.

Notary Public