

RESOLUTION APPROVING OPERATION CENTER LEASE AGREEMENT WITH THE CITY OF ASHTABULA FOR THE BENEFIT OF THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (ACTS), ACDJFS

WHEREAS, It is necessary to provide transit facility and office space for the operations of the Ashtabula County Transportation System; and

WHEREAS, The City of Ashtabula has presented a lease agreement for said parking space for the approval of the Board, to-wit:

Lessor/Landlord: City of Ashtabula, 4717 Main Avenue, Ashtabula, Ohio 44004

Location: 425 West 24th Street, Ashtabula, Ohio

Services: Public transit will be provided within the corporate limits of the City of Ashtabula through a combination of delivery systems which will include service route (point deviation) and demand/response (door-to-door).

Lease Period: 1 year commencing January 1, 2024 ending December 31, 2024

Cost: NONE, in-kind consideration, Lessee agrees to properly operate and administer ACTS in accordance with all agreements.

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement with the City of Ashtabula for transit facility and office space for the Ashtabula County Transportation System is approved in accordance with the terms and conditions contained in the copy of said Lease Agreement now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-622

December 19, 2023

**RESOLUTION APPROVING OPERATION CENTER LEASE AGREEMENT WITH THE
CITY OF ASHTABULA FOR THE BENEFIT OF THE ASHTABULA COUNTY
TRANSPORTATION SYSTEM (ACTS), ACDJFS**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

ACTS OPERATION CENTER LEASE AGREEMENT

THIS LEASE is made and executed in duplicate at Ashtabula County Ohio, by and between the City of Ashtabula, Ohio an Ohio Municipal Corporation, herein called Lessor, whose main business office is located in the City of Ashtabula, County of Ashtabula, Ohio, and the Ashtabula County Board of Commissioners, herein called Lessee, whose main business office is located in the Village of Jefferson, County of Ashtabula, State of Ohio at 25 West Jefferson Street, Building E., as follows:

Lessor desires to let its entire Bus Garage located at 425 West 24th Street, Ashtabula, Ohio. Lessee desires to lease said Bus Garage and to operate a Transit Facility for the benefit of the Ashtabula County Transportation System in said location. The parties therefore agree as follows:

Description of Lease Space

The premises to be leased are specifically described on Exhibit A attached hereto and made a part hereof. The leased area includes the parking area. The leased area does not include any secondary buildings.

Use

The leased space described herein is to be used only as a Transit Facility and offices for the operation of services for the Ashtabula County Transportation System. Lessee agrees to restrict the use of the leased space to that purpose including all reasonable incidental uses. Lessor understands that services provided are outlined in a contract between the lessee and a private operator.

Term of Lease

This lease shall be for a term commencing the **1st day of January 2024 and ending the 31st day of December 2024.**

Consideration

As in-kind consideration for the use of the lease space, Lessee agrees to properly operate and administer the Ashtabula County Transportation System in accordance with all agreements regarding the same between the County of Ashtabula/ACTS and the City of Ashtabula, the State of Ohio, and/or the United States Government.

Access

Lessee shall permit Lessor and its agents to enter into and upon the demised premises during hours of operation for inspecting the premises and for maintaining the building and/or premises in accordance with the terms of this Lease Agreement. Lessor agrees to request access at a time and in a manner that minimizes interference with Lessee's business operations. If possible, Lessor will give a 24-hour notice to the Lessee. In the case of an emergency, the Lessor may enter the building at any time.

Utilities

Lessor shall pay and keep current most of the utility obligations attendant to the Lessee's operation of the Ashtabula County Transportation System. Said utilities include electricity, natural gas, water, and sewer use. Lessee shall pay and keep current all utility obligations attendant to Lessee's installation, maintenance and use of a telephone system.

Assignment or Sublease

Lessee shall not assign his lease, or any interest therein, and shall not sublet the premises, or any part thereof, without the prior written consent of Lessor. Further, neither Lessee nor any of Lessee's agents, employees, or servants shall allow or permit any portion of the premises to be used for any purpose other than those purposes directly attendant to the operation of the Ashtabula County Transportation System. Lessor acknowledges that the Lessee's service provider shall have use of the premises for the above purposes.

Notwithstanding any provisions of this Lease to the contrary, Lessor may assign, in whole or in part, Lessor's interest in this Lease and may sell all or part of the real estate of which the premises are a part. Upon the sale of the premises, Lessor shall be released of all its obligations under this Lease, to the extent such obligations are assumed by such purchaser.

Signs

No sign or lettering shall be affixed by Lessee to any part of the outside of the premises, or any part of the inside of the premises to be clearly visible from the outside of the premises without the prior written consent of Lessor. Lessee is permitted signs with the ACTS logo and phone numbers on the outside south wall below the Division of Transportation sign of Lessor and on the south entry door. Said signs will be installed at the cost of the Lessee. The Lessee will be responsible for affixing any legally required signs.

Building Service/Maintenance

Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of Lessee or 3rd party contract service provider, the Lessor shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building.

Lessor shall be responsible for all maintenance and repairs of the roof and exterior walls of the demised premises and will make any structural repairs to the premises which may become necessary during the full term of the Lease. This shall include the soffit, fascia, and gutters on the building.

The Lessee will complete a Request for Repairs describing the work that needs to be done and will e-mail the request to the Ashtabula City Manager's Office.

Lessor agrees to make repairs within 72 hours or as promptly as possible depending on the nature of the repair. The Lessor will make every effort to make necessary repairs without interruption of business services.

Lessor will be responsible for maintaining the yard and snow removal.

Lessee shall be solely responsible for all maintenance and repair of the interior of the premises including the replacement of any broken glass including plate glass with glass of the same size and quality of that broken, interior and exterior door (s) including garage bay doors, and all door hardware need to maintain their working order. In addition, Lessee shall be responsible for all housekeeping, waste removal and basic maintenance of Leased premises. The Lessee will be responsible for repairing interior walls, UNLESS the damage was caused by exterior damage that is the responsibility of the Lessor. For example, a leaking roof caused damage to the interior walls.

The Lessee may make improvements to the interior of the building with the permission of the City Manager. A written description of these improvements will be presented to the City before improvements are completed. All expenses will be paid by the Lessee.

Lessee shall be solely responsible for keeping the exterior sidewalks, parking areas and driveways around the premises free and clear of debris and other hazards to pedestrian traffic.

The Lessee shall make and be responsible for all ordinary and necessary maintenance and repairs to the interior plumbing work, pipes and fixtures belonging thereto, the electrical system and electrical wiring thereof.

The Lessee shall be responsible for keeping sewer connections free from obstructions to the satisfaction of all public authorities and to keep all water pipes and connections to the water main free from ice and other obstructions.

Unless otherwise defined in this agreement, the Lessee is responsible for all repairs and maintenance of any structures or components of the premises used in the daily operations of the Lessee.

Routine maintenance and inspection of the heating and air conditioning system and the costs to repair or replace the heating and air-conditioning system require mutual consent of the parties and will be divided equally between the Lessor and Lessee.

Lessor and Lessee agree to make such improvement to the facility upon which they mutually agree and that they will cooperate in the application for such funds as may be available for same.

The Lessor will be responsible for decision making during and after the event of a disaster.

The Lessor understands that handling of hazardous and toxic substances is outlined in a contract between the Lessee and a private provider. The private provider will maintain a comprehensive facility maintenance and system safety plan throughout the entire lease agreement. The private

provider will be compliant with all applicable federal, state, and local regulations/laws during the entire lease agreement.

Default and Termination

If Lessor or Lessee fails in the performance of its maintenance obligation or other obligations defined in this lease, and said default is not cured within ninety (90) days after notice specifying the default, either party may, at its option and without waiving any claim for damages for breach of agreement, terminate this agreement following 30 days written notice of the intent to terminate.

Conditions of Premises

Lessee agrees and represents that the subject premises are in good, sanitary and Lessee able condition for use by Lessee. Lessee's execution of this Lease Agreement constitutes Lessee's recognition of such condition. At the expiration of the lease, Lessee shall surrender the premises in the same condition as when Lessee took possession, allowing for reasonable use and wear.

Insurance

Lessor may procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring in an amount of not less than eighty percent (80%) of the full insurable value or such greater coverage as may be required by any mortgage.

Lessee shall require any third-party provider to take out and maintain, at its own cost and expense, commercial general liability insurance coverage in a minimum amount of \$2,000,000.00 combined single limit, which commercial general liability policy shall include (i) coverage for death, bodily injury, and property damage; (ii) contractual liability coverage; and (iii) fire legal liability coverage with respect to the Demised Premises and the building of which they are a part in the amount of at least \$5,000,000.00. Such policy shall name Lessor (and any of its affiliates, subsidiaries, successors and assigns designated by Lessor) and Lessee as additional insureds. All such insurance required to be maintained by third-party provider shall be with an insurance company satisfactory to Lessor, and Lessee shall provide Lessor with copies or certificates of all policies required herein. Third-party provider agrees that such insurance shall not be canceled or non-renewed except after fifteen (15) days' notice in writing to Lessor. To the extent that third-party provider fails to take out or to maintain the aforesaid insurance policy, such failure shall be a defense to any claim asserted by Lessee against Lessor by reason of any loss sustained by Lessee due to fire or other casualty, notwithstanding that such loss might have been caused by the negligence of Lessor. Third party provider shall be responsible for the safety and personal well-being of its employees.

It is agreed and understood that the third party service provider will, pursuant to its service contract, be responsible for and agree to protect, defend, indemnify and hold harmless the Ashtabula Board of County Commissioners, Ashtabula County Job & Family Services (ACJFS) and Ashtabula City et al, its officers, employees and agents against any and all losses, penalties, damages, settlements, cost,

charges, professional fees, and other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demand, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or performance hereof.

Loss and Damage.

Lessor agrees that in the event of the damage or destruction of the leased premises, Lessor forthwith shall proceed to repair, restore, replace or rebuild the leased premises (excluding Lessee's leasehold improvements, if any), to substantially the condition in which the same were immediately prior to such damage or destruction. The Lessor thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Lessor. Notwithstanding the foregoing, if Lessor does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding, or restoration within six (6) months of such damage or destruction, then Lessee may at any time thereafter cancel and terminate this Lease by sending thirty (30) days written notice thereof to Lessor. Upon termination, as aforesaid, by either party hereto, this lease and the term thereof shall cease and come to an end and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

Notwithstanding any contrary provisions of this lease, Lessor shall not be responsible for any loss of or damage to property of Lessee or of others located on the leased premises, except where caused by the willful act or omission or negligence of Lessor or Lessor's agents, employees, or contractors, provided, however, that if Lessee shall notify Lessor in writing of repairs which are the responsibility of Lessor, and Lessor shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Lessee's property shall result from the condition as to which Lessor has been notified, Lessor shall indemnify and hold harmless Lessee from any loss, cost or expense arising therefrom.

Force Majeure

In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act other than Lessee's obligation to make payments of rent, additional rent, or other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

Amendment

This lease agreement can only be amended by written agreement signed by the parties.

Applicable Law

This agreement shall be governed by and construed according to the laws of the State of Ohio.

Dispute Resolution.

The Lessor (Ashtabula City) and the Lessee (Ashtabula County Board of Commissioners) will use their reasonable best efforts to resolve a dispute through good faith negotiations. Either party must submit a written notice to any other party to whom such dispute pertains. Any dispute that cannot be resolved within thirty (30) calendar days of receipt of such notice (or such other period to which both parties agree) will be submitted to a Mediator selected by agreement of both parties. The written decision of the Mediator will be final and binding.

For purposes of carrying out the intent of this agreement, and to resolve any issues that arise during its implementation and operations, ACJFS as the Administrator of ACTS and Patrick Arcaro, Executive Director of ACJFS with authority from the Board of County Commissioners is to be named as Contract Administrator and will meet with a representative of the City when required.

Representing the County:

Patrick J. Arcaro
Executive Director, ACJFS

Carol Lennon
ACTS Program Manager, ACJFS

Representing the City:

James Timonere
City Manager of Ashtabula, Ohio

Waiver and Severability.

Failure by either party to enforce at any time any provision of this Agreement, or to exercise any election of options provided herein, shall not constitute a waiver of such provision or option, nor affect the validity of this Agreement or any part thereof, or the right of the waiving party to thereafter enforce every such provisions. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

Number of Copies

This Lease Agreement is executed in two (2) copies, each of which is to be treated as an original.

IN WITNESS WHEREOF, the parties have executed this lease at Ashtabula County Ohio the day and year designated after their respective signatures.



James Timonere
Ashtabula City Manager, Lessor

12-20-2023

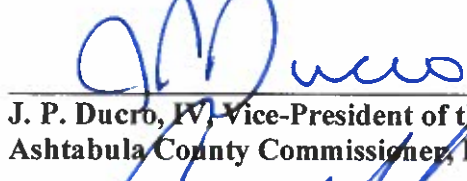
Date



Kathryn L. Whittington, President of the Board
Ashtabula County Commissioner, Lessee

12-19-23

Date



J. P. Ducro, IV, Vice-President of the Board
Ashtabula County Commissioner, Lessee

12-19-23

Date



Casey Kozlowski
Ashtabula County Commissioner, Lessee

12-19-23

Date

Approved as to Form and Correctness:



Cecelia M. Cooper
Ashtabula City Solicitor

12-19-23

Date

Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

Date

Exhibit A

Description

Bus Garage - West 24th St., Ashtabula Property Lease

Known as being Lots 4 and 5 and parts of Lots 3 and 4 in Block-30, S.W. Humphrey Plat and part of original Lot 3-Range 3, Township 13 in the City of Ashtabula, County of Ashtabula and State of Ohio.

Beginning at a point in the northerly line of West 24th Street, said point being 110.48 feet west from the intersection of the westerly line of Lake Avenue with the northerly line of West 24th Street: thence 5.50 degrees 24' 45" west along the northerly line of West 24th Street, 150.52 feet to a point, said point also being the south line of Lot 6, S.W. Humphrey Plat: Thence N. 39 degrees 35' 15" W. a distance of 205.42 feet to a point in the southerly line of lands now or formerly owned by William Cafaro Etal: thence N. 45 degree 04' 15" E. along said Cafaro's southerly line. 130.75 feet to a point: thence S. 44 degrees 55' 45" E. and parallel with Lake Avenue 218.55 feet to the place of beginning and contains 29.746.99 square feet and 0.683 acre of land.

ACTS Operation Center Lease Agreement 2024

Contract

CERTIFICATE OF FISCAL OFFICER

I hereby certify that the City of Ashtabula has sufficient funds in the public treasury or in the process of collection and credited to a proper account, not otherwise appropriated, to pay the sum(s) set forth above



Marie Yvrose Augustin, Finance Director

Date:

12/19/2023

ORDINANCE NO. 2023 - 175

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO TWO AGREEMENTS FOR PUBLIC TRANSPORTATION WITH THE ASHTABULA COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide for public transit services for the City of Ashtabula and surrounding areas order to promote the health, comfort, safety, convenience, and welfare of the inhabitants of the City in accordance with Section 1 of the City Charter;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into the "Purchase of Services Agreement" and the "ACTS Operations Center Lease Agreement" attached hereto as Exhibits with the Ashtabula County Board of County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047 for the purpose of making the Municipal bus garage, 425 West 24th St., Ashtabula, Ohio, available to the Ashtabula County Transportation System (A.C.T.S.) in consideration of public transit services within the corporate limits of the City of Ashtabula and to and from surrounding areas.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved b five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.


PASSED: December 18, 2023


John S. Roskovics
President of Council


Vote:

	Yea	Nay
Roskovics:	✓	—
Simeone:	✓	—
Foglio:	✓	—
Guerriero:	✓	—
Holman:	✓	—
Mills:	✓	—
DiGiacomo:	✓	—

ATTEST:

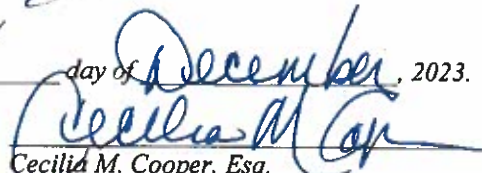

Marie Yvrose Augustin
Finance Director

APPROVED:


James M. Timonere
City Manager

Approved as to form and correctness this

18 day of December, 2023.


Cecilia M. Cooper, Esq.
Ashtabula City Solicitor