

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 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, 2025 ending December 31, 2025
- 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. 2024-578

December 24, 2024

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 Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

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

**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 2025 and ending the 31st day of December 2025.**

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

Julie Carlo
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.

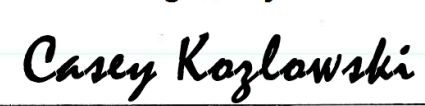
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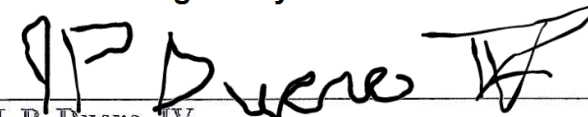
This Lease Agreement is executed in two (2) copies, each of which is to be treated as an original.

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

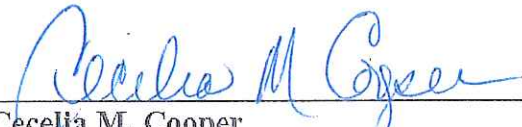

James Timonere
Ashtabula City Manager, Lessor
Signed by: _____ Date 12-19-2024


Kathryn L. Whittington, President of the Board
Ashtabula County Commissioner, Lessee
DocuSigned by: _____ Date 12/24/2024


Casey P. Kozlawski
Ashtabula County Commissioner, Lessee
DocuSigned by: _____ Date 12/24/2024


J. P. Ducro, IV
Ashtabula County Commissioner, Lessee
DocuSigned by: _____ Date 12/24/2024

Approved as to Form and Correctness:


Cecelia M. Cooper
Ashtabula City Solicitor
_____ Date 12-18-24


Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor
_____ Date 12-9-24

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.

PURCHASE OF SERVICE AGREEMENT
City of Ashtabula
County of Ashtabula
Public Transit Services

General Introduction

- A. Purpose: To provide Public Transit services for the City of Ashtabula and surrounding areas.
- B. Term: (1/1/2025 – 12/31/2025)
- C. Definitions: Administrator: Ashtabula County Job & Family Services
ACTS: Ashtabula County Transportation System
Board: Board of Ashtabula County Commissioners
ACJFS: Ashtabula County Job & Family Services
Third Party Service provider: Sunset Transportation Partners, Inc.

This agreement is entered into this ___1st___ day of 2025 by and between Ashtabula City (hereafter referred to as The City) and Ashtabula County Transportation System (hereafter referred to as ACTS) by and through the Ashtabula County Board of Commissioners.

I. Description of Services

ACTS will provide public transportation to the residents of Ashtabula City using two types of service. Point Deviation Service Route operates M-Sat 7:00 am to 5:00 pm and Demand Response service operates M-F 7:00am to 5:00 pm.

ACTS will observe the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. There will not be any service on these days and the Operation Center will be closed.

The level of service is determined by the demand for transportation by the residents of Ashtabula City.

The level of service is dependent upon The City of Ashtabula contributing a minimum of \$68,000 annually in-kind in the form of the building lease and utilities (gas, electric, water and sewer). The City will send an itemized statement of the utilities used quarterly to the ACTS Administrator. These services are reported monthly to the ODOT.

The City of Ashtabula will contribute \$30,000 local match annually payable in quarterly installments. ACTS will send an invoice to The City quarterly in the amount of \$7,500. If there is a non-payment for any reason, the services will be reduced. If at any time during the contract period the facility becomes unavailable by reason of damage or destruction, both

parties agree to make a reasonable attempt to find a suitable substitute facility. Alternatively, Lessor may substitute \$68,000 annual payment (the value of the lost in-kind contribution) for provision of a substitute facility. In the event a substitute facility cannot be agreed upon by both parties within 30 days, and Lessor does not substitute the annual payment, Lessee reserves the right to terminate this agreement and reduce/eliminate service with a 30-day written notice.

It is understood by both parties that operation is currently contracted to Sunset Transportation Partners, Inc. through a method of procurement specified and approved by the Federal Transportation Administration and the Ohio Department of Transportation.

It is understood by both parties that the level of service stated in this agreement cannot be maintained without the Cash and In-Kind payments by the City.

The policies and procedures of ACTS will apply in all cases as determined by the Ashtabula County Commissioners.

All transit services will be provided in vehicles available to the public without discrimination.

If this agreement is terminated for unavailability of the facility, the description of services as described above will no longer be in effect.

It is understood by both parties this purchase of service agreement is not assignable or transferable to any other party without written consent by both parties.

II ACJFS:

- A. Will provide documentation of service provided upon written request from Ashtabula City. This will include name and address of the passengers, pick up and drop off destinations, and the number of City residents using the ACTS services.
- B. Will administer public transit according to state and federal regulations

III. In-kind payment by City

Except as provided for above, the City of Ashtabula will contribute a minimum of \$68,000 annually in-kind in the form of contributed services such as the building lease and utilities.

- A. **The City Bus Garage** located at 425 West 24th Street will remain titled to the City and be made available exclusively for public transit for the term of this contract under the terms of a separate lease agreement. An in-kind contribution of \$68,000 for rent is calculated based on a lease payment of \$8.00 per square foot. The City Bus Garage is approximately 8,500 square feet. The City will also keep current the

following utility obligations; electric, natural gas, water, sewer and refuse pick-up. These utilities will be also included as in-kind services in addition to the lease payment.

- B. **Bus Stop Signs.** The City of Ashtabula will place and maintain all signs for transit service within the City limits. Administrator will supply signs, posts, and bolts.
- C. **Passenger Shelters.** The City of Ashtabula will place and maintain shelters using equipment and materials currently owned and procured for this purpose as specified by Administrator. Existing shelters will be repaired at the City's expense.

IV. **Cash Payment:**

The city will contribute \$30,000 local match annually, payable in quarterly installments. ACTS will invoice the City quarterly for \$7500.00, due upon receipt.

Up to \$5,000 of this amount may be used by ACTS for local funds on Capital purchases (i.e., vehicles).

The City at any time can purchase additional services through negotiations with ACTS administration (i.e., Summer Kids Ride Free, Fireworks Shuttle).

V. **Other Revenue:**

It is understood that all revenue, including grants, contracts, fare-box, and advertising are the exclusive right of ACTS.

VI. **Dispute Resolution**

Clear lines of communication and authority must be established for this agreement to work.

A. Ashtabula City and The 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 part to whom such dispute pertains, and any such 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.

B. 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

Julie Carlo
ACTS Program Manager, ACJFS

Representing the City:

James Timonere
City Manager of Ashtabula, Ohio

VII. Default clause

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to act with respect to, any previous default.

VIII. Termination Clause

Other than noted elsewhere in this agreement, either party has the right to terminate this Purchase of Service agreement with a 180-day written notice. If this agreement is terminated, both parties are released from all obligations included herein.

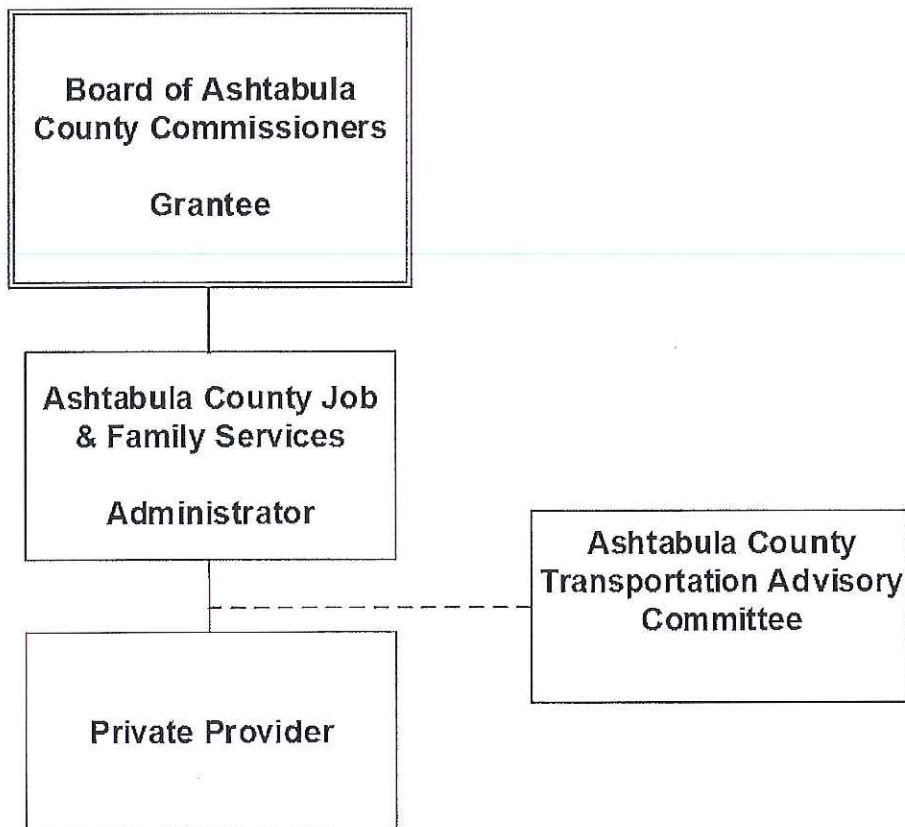
IX. Amendment

Any changes to this contract must be in writing and mutually agreed upon by both Ashtabula City Council and Ashtabula County Board of Commissioners.

X. Insurance

Ashtabula City will maintain insurance on the building and structure. ACTS will require third party service provider to provide insurance on its personal property and employees, as well as any operational policies required pursuant to state and federal law. ACTS will require third party service provider to indemnify all other parties for all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities arising out of its provision of services.

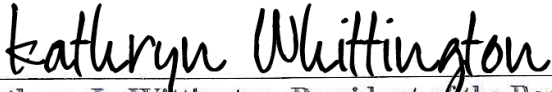
Ashtabula County Transportation System Organizational Chart



This Agreement effective on January 1, 2025

By and For Ashtabula County

Signed by:



12/24/2024

Kathryn J. Whittington, President of the Board
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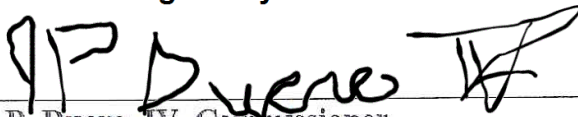
Date



12/24/2024

Casey B. Kozlowski, Commissioner
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Date

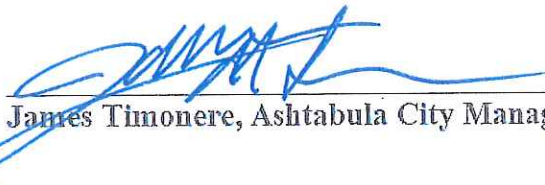


12/24/2024

J. P. Ducro, IV, Commissioner
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Date

For the City of Ashtabula

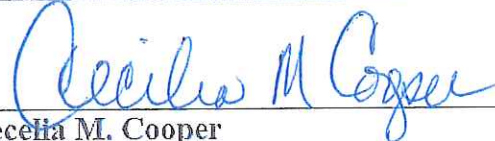


12-19-2024

James Timonere, Ashtabula City Manager

Date

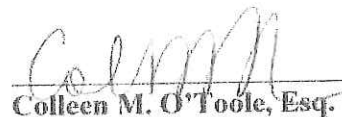
Approved as to Legal Form Only



12-18-24

Cecelia M. Cooper
Ashtabula City Solicitor

Date



12-9-24

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

Date

Matrix Matter No. 2024-CON-0254
Reviewed by Matthew J. Hebebrand, Esq.