

**THE SUMMIT AND MEDINA WORKFORCE AREA COUNCIL OF GOVERNMENTS
FOR OHIO LOCAL WORKFORCE AREA 2
RESOLUTION 2024-21**

A Resolution amending the five (5) year lease agreement between the Summit and Medina Workforce Area Council of Governments (“SAMWA COG”) and the Summit County Land Reutilization Corporation dba Summit County Land Bank (“SCLB”) to provide space for the operation of a federally mandated one-stop employment center in Summit County known as an OhioMeansJobs (“OMJ”) Center.

WHEREAS, it has been determined that real property, owned by the SCLB, located at 1040 East Tallmadge Avenue, in the City of Akron, Ohio, continues to provide a convenient location for the operation of an OMJ center for Ohio’s local workforce Area 2 (“Area2”);

WHEREAS, staff representatives of the SAMWA COG and the SCLB negotiated the terms of a Lease Agreement whereby the SAMWA COG would lease approximately 37,692 square feet of the Premises for a five-year term, from July 1, 2021 to June 20, 2026, with two options to renew for additional five-year terms, and executed said lease upon passage of SAMWA COG Resolution 2021-18;

WHEREAS, during year three (3) of said lease, the parties renegotiated the terms of the Lease Agreement, due to reconfiguration of the leased space to approximately 37,450 square feet as more fully set forth in a revised floorplan which is an exhibit to the amendment and resulted in changes to the base rent and operating expenses;

WHEREAS, the SAMWA COG finds and determines, after reviewing all pertinent information, that it is necessary and in the best interests of Area 2 to authorize the amendment of the aforementioned Lease Agreement with the SCLB.

NOW, THEREFORE, BE IT RESOLVED, by the SAMWA COG that:

SECTION 1

The SAMWA COG hereby authorizes the amendment of the five-year Lease Agreement, attached hereto as **Exhibit A**, with the SCLB for the lease of 37,450 square feet of mixed office space located at 1040 East Tallmadge Avenue, in the City of Akron, Ohio, for the term of execution of the lease to June 30, 2026, with two options to renew for an additional five-year term, to provide space for the operation of a federally mandated one-stop employment center in Summit County known as an OhioMeansJobs (“OMJ”) Center.

SECTION 2

This Directive shall take effect immediately upon its adoption.

Ayes: 11
Nays: 0
Abstain: 0
Absent: 0

ADOPTED, this 19th day of December, 2024.



Summit County Executive

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Medina County Commissioner

EXHIBIT "A"

**FIRST AMENDMENT
TO
LEASE AGREEMENT**

This FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is entered into effective as of the 1st day of December 2024 by and between SUMMIT COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation, ("Landlord") and SUMMIT AND MEDINA WORKFORCE AREA COUNCIL OF GOVERNMENTS aka SAMWA COG, an Ohio non-profit corporation ("Tenant"), collectively hereinafter to as the "Parties."

WHEREAS, Landlord is the owner of a certain commercial condominium unit known as Unit #1 (the "Unit") in the 1040 East Tallmadge Condominium (the "Condominium") located at 1040 East Tallmadge Avenue, in the City of Akron, County of Summit, and State of Ohio (the "Property"); and

WHEREAS, Landlord and Tenant are the Parties to a certain Lease Agreement dated November 30, 2021, ("Lease"), whereby Tenant has been leasing a portion, 52.65%, of the Unit (approximately 37,692 square feet of office space in the Property, divided by 71,580 square feet), further described in the Lease as the Tenant's Percentage of the Property, hereinafter the "Premises; and

WHEREAS, the Parties desire to amend the Lease, as set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual representations and agreements hereinafter contained, and subject to the terms and limitations of the Lease, the Parties agree as follows:

1. Part I, Cover Sheet is hereby amended as follows:

The terms listed below will have the following meanings throughout this Lease:

EFFECTIVE DATE:	The date of execution by the last party to sign this Lease.
LANDLORD:	Summit County Land Reutilization Corporation, dba Summit County Land Bank
LANDLORD'S ADDRESS:	400 S Portage Path Akron, Ohio 44320
TENANT:	Summit and Medina Workforce Area Council of Governments
TENANT'S ADDRESS:	175 S. Main Str., Suite 209, Akron, OH 44308
ADDRESS FOR RENTAL	400 S Portage Path Akron, Ohio 44320
PAYMENTS:	

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*(or by electronic fund transfer or wire transfer as directed by
Landlord)*

PROPERTY:	1040 E. Tallmadge Avenue, Akron, OH 44310, including but not limited to, improvements to which the Landlord has right to possess and use, such as the parking facilities and certain adjacent lands as common areas, along with the other owners of Condominium Units, pursuant to certain Condominium Association Declaration, and which rights the Landlord may, and hereby does confer upon Tenant.
BUILDING:	1040 E. Tallmadge Ave, Unit 1., Akron, Ohio 44310
PREMISES:	Approximately 37,450 square feet of mixed office space of the Building for Permitted Uses as defined below.
TENANT PERCENTAGE:	36.86% (=approximately 37,450 square feet of mixed office space, divided by 101,591 square foot of the Building.)
PERMITTED USES:	General office for Tenant for the operation of an OhioMeansJob one-stop employment center, and any other use permitted pursuant to <u>Paragraphs 7.2 and 7.3</u> of this Lease, and purposes and uses related thereto.
RENT COMMENCEMENT DATE:	July 1, 2021.
TERM:	Five (5) years.
RENEWAL OPTION:	Two (2) options to renew for additional five-year terms.
BASE RENT:	\$12.55 per square foot of office space, as marked on Exhibit A, with an annual increase of 1% of the Base Rent.
TENANT'S SHARE OF OPERATING EXPENSES:	Tenant's Percentage of the Operating Expenses, as defined below, payable in advance, each month.

2. Section 2.2 of the Lease, titled "Renewal Options," is hereby amended as follows:

2.2 **Renewal Option.** This Lease may be extended for Five (5) additional terms of One (1) year-term upon agreement of the parties (the "Renewal Term"); provided, however, to extend the term, Tenant shall give written notice to Landlord at least ninety (90) days prior to the Expiration Date of Tenant's intent to exercise its Renewal Option (hereinafter, the Term and the Renewal Term, if the Renewal Option is exercised, will be collectively referred to as the "Term").

3. Section 9.1(b)(i) of the Lease, titled "Minor Casualty," is hereby amended as follows:

i) **Minor Casualty.** If, during the Term, the Premises or the Building are partially damaged or destroyed by fire, flood, or other casualty, Landlord shall proceed to make

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the Necessary Repairs as set forth in the approved Casualty Abatement Plan. The Lease will remain in full force and effect, and the Rent will not be reduced by reason of any portion of the Premises, Building and/or the Property being unusable or inaccessible. Notwithstanding anything to the contrary set forth in this Lease or under any applicable law or regulation, if Landlord does not make the Necessary Repairs pursuant to the approved Casualty Abatement Plan within two hundred seventy (270) days of the casualty, Tenant will not have any right to cancel, quit, terminate, or surrender this Lease or cease or delay the payment of Rent or reduce, abate or offset Rent (or any other amounts owed by Tenant hereunder) or initiate legal or arbitration proceedings against Landlord or exercise any remedy under this Lease or at law or in equity, except that Tenant will have the right, but not the obligation, to assume control of the Necessary Repairs and complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan with all reasonable dispatch. If Tenant assumes control of the Necessary Repairs as contemplated above, Tenant will send written notice of such assumption to Landlord and, upon receipt of such notice, Landlord will forthwith assign to Tenant all Landlord's right, title and interest in and to all construction contracts and related agreements, all payment, completion, construction or surety bonds and any and all insurance policies and all funds then remaining. If Tenant assumes control of the performance of the Necessary Repairs and Tenant incurs costs in the performance of the Necessary Repairs in excess of the funds received from Landlord, and such excess costs were not caused or reasonably avoidable by Tenant, or Tenant's deviation from the approved Casualty Abatement Plan, Tenant shall be entitled to reimbursement from Landlord for such excess costs incurred within ninety (90) days of Tenant's submission of written evidence of such expenses satisfactory to Landlord. Notwithstanding anything to the contrary, under no circumstance shall Tenant be entitled to reimbursement from Landlord for any excess costs incurred under this subparagraph related, in any way, to Tenant's loss of business, and/or consequential or incidental damages related to the type of casualty, and/or Tenant's assumption of control of the performance of the Necessary Repairs, contemplated herein.

4. Section 9.1(b)(ii)(C) of the Lease is hereby amended as follows:

C) If both Sum A and Sum B differ from the middle duration by more than five percent (5%) of such middle duration, duration for the completion of the Necessary Repairs from the date of such determination will be the average of Sum A and Sum B.

Notwithstanding anything to the contrary set forth in this Lease or under any applicable law or regulation, if Landlord does not complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan within such duration, Tenant will not have any right to cancel, quit, terminate, or surrender this Lease or cease or delay the payment of Rent or reduce, abate or offset Rent (or any other amounts owed by Tenant hereunder) or initiate legal or arbitration proceedings against Landlord or exercise any remedy under this Lease or at law or in equity, except that Tenant will have the right, but not the obligation, to assume control of the Necessary Repairs and complete the Necessary Repairs pursuant to the approved Casualty Abatement Plan with all reasonable dispatch,

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and seek reimbursement for any excess costs permitted by and in the same fashion as subparagraph (b)(i).

If Tenant assumes control of the Necessary Repairs as contemplated above, Tenant will send written notice of such assumption to Landlord and, upon receipt of such notice, Landlord will forthwith assign to Tenant all Landlord's right, title and interest in and to all construction contracts and related agreements, all payment, completion, construction or surety bonds and any and all insurance policies and all funds then remaining.

5. Section 10.2 of the Lease, titled "Notices," is hereby amended as follows:

10.2 Notices. Any notice required or permitted hereunder will be in writing. Notices will be addressed to Landlord at Landlord's Address with copies to Landlord's Chief Counsel and to Tenant at Tenant's Address, with copies to its Executive Director. Any communication so addressed will be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.

6. Remainder of the Lease. No portion of the Lease not otherwise amended as set forth herein shall be construed to be amended by this First Amendment and shall remain in full force and effect as set forth in the Lease.

7. Miscellaneous Provisions. The miscellaneous provisions set forth in Article X GENERAL of the Lease shall also apply to this First Amendment and shall have the full force and effect as if rewritten herein.

