

ORDINANCE NO. 8-17

AN ORDINANCE AUTHORIZING AND DIRECTING THE
DIRECTOR OF SAFETY AND SERVICE TO ENTER INTO A
SPACE AGREEMENT WITH THE OTTAWA COUNTY
COMMISSIONERS AND DECLARING AN EMERGENCY

Whereas the City owns a building located at 320 E. Third Street, Port Clinton, Ohio, commonly known as the Port Clinton Senior Center Building, and

Whereas, effective January 1, 2006, the Ottawa County Board of Commissioners took over the operation and management of the Ottawa County Senior Centers Program and continues to operate the Program through the current date, and

Whereas, this Council finds and determines that it is in the best interests of the City and its residents to continue to participate in the Ottawa County Senior Resource Program by contributing the use of City facilities located at 320 E. Third Street, Port Clinton, Ohio,

Now, therefore, be it Ordained by the Council of the City of Port Clinton, Ottawa County, Ohio:

Section 1. That the Director of Safety and Service is hereby authorized and directed to enter into a space agreement with the Ottawa County Commissioners for an annually renewable term commencing January 1, 2017, pursuant to the terms and provisions of the agreement attached hereto as Exhibit A, with such changes or modifications to the agreement as are not materially adverse to the City which the Director may approve. The Director's signing of the agreement shall be conclusive as to the agreement of the City to the Space Use Agreement.

Section 2. This Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the passage of this Ordinance were in an open meeting of this Council or Committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective to confirm the agreement for the use of the City property by the County and so that the City may enter into the agreement with Ottawa County, Ohio, at the earliest possible time, wherefore this Ordinance shall be in force and effect immediately upon its passage and approval by the Mayor.

Passed: _____, 2017

President of Council

Attest: _____
Clerk of Council

Approved: _____ 2017

Mayor

SPACE USE AGREEMENT BETWEEN
THE CITY OF PORT CLINTON
AND
OTTAWA COUNTY BOARD OF COMMISSIONERS

This Agreement by and between the City of Port Clinton, hereinafter known as the “City”, and the Ottawa County Board of Commissioners, hereinafter known as the “County” shall be effective on January 1, 2017.

In consideration of the mutual promises and covenants contained herein, and pursuant to RC 721.23, the City hereby grants permission to the County to occupy and use the Senior Center Building (the “Building”) located at 320 E. Third Street, Port Clinton, Ohio, for the activities of the Ottawa County Senior Resource Program. The term of this Agreement shall be for a one year term, and shall automatically renew thereafter as a year to year term agreement unless terminated as hereinafter provided.

The City is donating the Senior Center Building space, valued at \$866.00 per month, or \$10,392.00 per year, as the City’s contribution to the County Senior Resource Program.

I. THE CITY FURTHER AGREES AS FOLLOWS:

- a. The Building may be used by the Ottawa County Senior Resource Program on Tuesday, Thursday and Friday of each week from 9:00 AM-2:00 PM, and on Mondays for the AARP Program as needed during tax season.
- b. To provide all utilities, excluding trash removal, telephone service and Internet.
- c. To be responsible for maintenance and operation of all utility services, including the heating system, electrical system, hot and cold water supply, plumbing fixtures, sewer system, and to provide maintenance to the Building as needed.
- d. To maintain adequate insurance for the Building structure and appurtenances.
- e. To be responsible for the use of the Building by others when Senior Resource Program activities are not scheduled.
- f. Should there be any major problem with the Building the County will advise the City with a request for an immediate solution. In the event that this does not resolve the problem, a statement shall be submitted to the Ottawa County Senior Resource Program advising that the problem must be resolved within thirty (30) days or as agreed upon by both parties or this Agreement may be terminated by either party.

II. THE COUNTY AGREES AS FOLLOWS:

- a. To accept the Building space "AS IS", and make no alteration or modification to the Building without the express written approval of the City. County will provide its own equipment for its programs.
- b. To reimburse the City for all costs incurred by the City for the repair of any and all damages to the Building resulting from the County's occupancy and use of the Building.
- c. To furnish the City with a Certificate of General Public Liability Insurance that names the City as an additional insured on the County's policy. It is further agreed that the County shall be primarily responsible with regard to all liability claims arising from the County's occupancy and use of the premises.
- d. To employ personnel to oversee the Senior Programs and maintain a clean environment for the Building.
- e. To provide supplies and equipment for the Title III-B and Title III-C programs to supplement existing furnishings in the Building.
- f. To conduct a nutrition program at the Senior Center, consisting of a lunch meal each operating day. Food will be prepared elsewhere and be served at the Senior Center.
- g. To obtain and maintain the proper Food Service License for food preparation for the nutrition program.
- h. To ensure that the Building be smoke-free during its use by the County.
- i. To ensure no consumption of alcoholic beverages be permitted on the premises.
- j. The City shall have the right to inspect the area occupied by the County at any time.

III. CITY AND COUNTY MUTUALLY AGREE AS FOLLOWS:

- a. If a change in schedule for the use of the Building would be needed, the County agrees to provide in writing to the City the reason for the schedule change, and the City agrees to timely provide in writing to the County the approval or denial of the request for change in use schedule.
- b. This Agreement shall automatically renew as a year to year occupancy agreement, however, either party hereto may terminate this Agreement at any time for just cause, by providing 30 days written notice to the other party of the reason for the termination.

c. It is further understood that this Agreement is subject to adjustment or termination by the County depending on funding to the Ottawa County Senior Resources Program from the Area Office on Aging.

d. The parties may terminate this Agreement at any time by mutual agreement.

e. It is further understood, that the City may terminate this Agreement at the end of any one year term, by giving written notice at least six months prior to the termination date, provided that it's legislative authority has determined that the property on which the Senior Center Building is located is needed for other public purposes.

f. Damage or Destruction of Senior Center. Unless the Parties hereto agree otherwise, in the event of material damage or destruction of all or a substantial portion of the Senior Center Building, the City shall determine if it is economically feasible and practical to repair or restore of the same. If the repair or restoration is determined not to be economically feasible by the City, then the City's insurance proceeds shall be retained by the City and this agreement shall terminate.

g. Dispute Resolution. In the event of a dispute or claim by either Party against the other Party arising under this Agreement the Parties agree to cooperate and pursue good faith negotiations by the Parties, and to use their best efforts to expeditiously resolve the matter, prior to pursuing their legal remedies against the other Party.

CITY OF PORT CLINTON

Port Clinton Law Director

_____, 2017

Approved as to Form

OTTAWA COUNTY COMMISSIONERS

Commissioner

Ottawa County Prosecutor

Commissioner

Approved as to Form

Commissioner

_____, 2017

_____, 2017.