

A RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD TO SIGN A LEASE AGREEMENT WITH THE WASHTENAW COUNTY UNITED WAY FOR THE PURPOSE OF LEASING 1756 SQUARE FEET OF OFFICE SPACE LOCATED AT 2301 PLATT ROAD, ANN ARBOR, MICHIGAN, FOR THE PERIOD OF FEBRUARY 1, 2002 THROUGH JULY 31, 2002 IN THE AMOUNT OF \$13,170

WASHTENAW COUNTY BOARD OF COMMISSIONERS
November 14, 2001

WHEREAS, the Washtenaw County Trial Court Family Division, Juvenile Center, has been experiencing a severe office space shortage and currently leases 1756 square feet of office space at Washtenaw United Way and wishes to continue leasing this space for an additional term of six months; and

WHEREAS, the Family Division Juvenile Center is requesting that the Board authorize the Chair of the Board to sign the lease agreement with Washtenaw United Way to continue the rental of 1756 square feet of office space for the period February 1, 2002 through July 31, 2002, at a cost of \$13,170; and

WHEREAS, the Family Division Juvenile Center, Facilities Management and County Administration have examined all available options; and

WHEREAS, this matter has been reviewed by the Washtenaw County Administrator's Office, the Finance Department, the Office of Corporation Counsel and the Ways and Means Committee;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the Chair of the Board to sign the attached Lease Agreement with Washtenaw United Way for the rental of office space commencing February 1, 2002 through July 31, 2002, for the sum of \$13,170, to be paid monthly at the rate of \$2,195, upon review of Corporation Counsel to be filed with the County Clerk.

WASHTENAW UNITED WAY LEASE AGREEMENT

(1) This Lease made this 1st day of February, 2002, by and between WASHTENAW UNITED WAY OF MICHIGAN, a non-profit organization, the Lessor, hereinafter designated as the Landlord and Washtenaw County, a Municipal Corporation, the Lessee, hereinafter designated as the Tenant.

DESCRIPTION

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Ann Arbor, Washtenaw County, Michigan, to wit: approximately 1756 square feet of office space on the first floor of the Washtenaw United Way building, 2301 Platt Road, Ann Arbor, Michigan, together with the right to ingress and egress and pro-rata share of the parking facilities which are to be shared with other tenants of the building.

TERM

(3) For the term of six (6) months from and after the 1st day of February, 2002, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term, the sum of Thirteen Thousand One Hundred Seventy Dollars (\$13,170) in lawful money of the United States, payable in monthly installments in advance, upon the 1st day of each and every month as follows: Two Thousand One Hundred Ninety Five Dollars (\$2,195). Included in the rental payments are the tenant's pro rata share of janitorial service cost provided to the building by the Landlord.

RENT

(4) The Tenant hereby hires the said premises for the said term as above-mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above-mentioned, the rent above reserved.

(5) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the tenant under the terms hereof, the Landlord may at his option make such payments or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the tenant on the next ensuing rent day together with interest at 7% per annum from the date of such payments or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(6) All payments of rent or other sums to be made to the Landlord shall be made

at such place as the Landlord shall designate in writing from time to time.

ASSIGNMENT

(7) The tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises.

BANKRUPTCY/SOLVENCY

(8) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other solvency process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business, then and in such event this lease may be cancelled at the option of the Landlord.

RIGHT TO MORTGAGE

(9) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land and buildings of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgages or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

USE AND OCCUPANCY

(10) It is understood and agreed between the parties hereto that said premises during the continuance of the occupancy shall be used and occupied for office space and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use premises for any purpose in violation of any law, municipal ordinance or regulation.

FIRE

(11) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch and that the rent herein provided for shall abate entirely in case the entire premises are

untenantable. In case a part only is untenable, if tenant chooses to continue operating from the premises, his rent shall be pro-rated accordingly. However, if restoration is delayed because of tenant's fault, or if such fire or other cause damaging or destroying the leased premises shall result from negligence or willful act of the Tenant, his agents or employees, there shall be no abatement of rent. In case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord or tenant may, at either's option, terminate this lease forthwith by a written notice to the other.

REPAIRS

(12) The Landlord, after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair, the roof and the four outer walls of the premises, but not the doors, door frames, the window glass, window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith.

INSURANCE

(13) Tenant understands and agrees that it must reimburse Landlord for any damages, including personal injury and property damage, which Landlord incurs because of tenant's actions. Tenant will procure and keep in effect during the term hereof comprehensive general liability and property damage insurance for the benefit of the Landlord in the sum of One Hundred Thousand (\$100,000) Dollars for damages resulting to one person and Three Hundred Thousand (\$300,000) Dollars for damages resulting from one casualty, and Fifty Thousand (\$50,000) Dollars property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure to do so, the Landlord may, at his option, obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

REPAIRS AND ALTERATIONS

(14) Except as provided in paragraph 12 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

The Tenant covenants and agrees that if the demised premises consists of only a part

of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

EMINENT DOMAIN

(15) In the event that the leased premises are taken, in whole or in part, by the power of eminent domain, or other similar governmental power, then this lease shall terminate as of the effective date at such taking.

RESERVATION OF RIGHTS

(16) The Landlord reserves the right of free access at all time to the roof of said leased premises. The tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

CARE OF PREMISES

(17) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building.

(18) The Tenant shall at his own expense under penalty or forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipalities, County and State authorities affecting the premise hereby leased and the cleanliness, safety, occupation and use of same.

CONDITION OF PREMISES TIME OF LEASE

(19) The Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

RE-RENTING

(20) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of the lease, the Landlord may show the premises to prospective Tenants and 60 days prior to the termination of the lease, may place in and about said premises and in the windows thereof, the unusual and ordinary "TO RENT" signs.

HOLDING OVER

(21) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease thereafter shall be from month to month in the absence of a written agreement to the contrary.

GAS, WATER, HEAT & ELECTRICITY

(22) The Landlord will pay all charges made against said leased premises for gas, water, heat and electricity during the continuance of this lease, as the same shall become due, including electricity for air conditioning.

ADVERTISING DISPLAY

(23) It is further agreed that all signs and advertising displayed in and about the premises shall be such only to advertise the business carried on upon said premises, and that the Landlord shall control the character and size and that no sign shall be displayed except such as shall be approved in writing by the landlord, and no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

ACCESS TO PREMISES RE-ENTRY

(24) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same.

(25) In case any rent shall be due and unpaid, or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises, and the Tenant and each and every occupant to be removed and put out.

QUIET ENJOYMENT

(26) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

EXPENSES AND DAMAGES RE-ENTRY

(27) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by summary proceedings, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises and also all expenses and commissions which may be paid in and about the letting of the same, and all

other damages.

REMEDIES NOT EXCLUSIVE

(28) It is agreed that each and every of the rights, remedies and benefits provided by this lease be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

WAIVER

(29) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

DELAY OF POSSESSION

(30) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

NOTICES

(31) Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing, addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid; and if such notice to the Landlord is in writing, addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(32) It is agreed that in this lease the word "he" shall be used as synonymous with the word "she," "it," and "they," and the word "his" synonymous with the words "her," "it," and "their."

(33) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(34) It is specifically understood and agreed that the Landlord shall have the option of terminating this lease at any time it receives notice that the Tenant fails to qualify

as a tax-exempt corporation entitled to a real estate tax exemption under the terms of applicable Michigan law.

ADDITIONAL MAINTENANCE

(35) Landlord's maintenance responsibilities in addition to the maintenance responsibilities herein before designated to the Landlord and the Tenant: landlord shall be responsible for the maintenance of all exterior portions of the building, including snow removal, lawn and landscaping care. The Landlord shall further maintain all mechanical equipment in the building, such as furnaces, air conditioning, and plumbing, but the Tenant shall be responsible for electrical and plumbing repairs caused by its use and occupancy of the premises. The Landlord shall be responsible for the initial decoration of the premises, but all future decorating shall be at the Tenant's expense.

JANITORIAL SERVICE

(36) It is specifically understood and agreed that two dollars (\$2.00) per square foot of the rent is to reimburse Landlord for costs incurred in providing janitorial service to the leased premises. At the expiration of the first year of the lease term, the Landlord may increase said payments of janitorial service in the event that the Landlord's actual experience during the first year of the lease term indicates that the actual cost of janitorial service for the leased premises is greater than two dollars (\$2.00) per square foot.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WASHTENAW UNITED WAY

By: _____
President: James R. Cieslar
Date: _____

WASHTENAW COUNTY

By: _____
Chair, Washtenaw County
Board of Commissioners
Date: _____

Approved as to Form:

By: _____ (date) _____
Curtis N. Hedger, Washtenaw County
Corporation Counsel

ATTESTED TO:

By: _____ (date) _____
Peggy M. Haines, County Clerk/Register
Washtenaw County