

Resolution No. 59 , 2006

Approval of Tentative Lease Agreement for the Lease by the County of Erie as Lessee of Office Space for Magisterial District Judge Chris MacKendrick with Maher McConnell Properties, a Pennsylvania General Partnership for Property Located at 6880 Route 215, Girard, Pennsylvania

WHEREAS, the County Executive has negotiated for and entered into a tentative Lease Agreement where the lease term is for more than one year (Exhibit A hereto) as provided for in Article III, Section 2A and F, of the Erie County Administrative Code; and,

WHEREAS, approval of such a Lease Agreement by County Council is required by Article III, Section 2F (2) of the Erie County Administrative Code to bind the County; and,

WHEREAS, the County Executive has attempted to arrive at a rental amount, lease term, and other provisions which are most favorable to the County of Erie; and

WHEREAS, the County Executive, pursuant to Article III, Section 5H of the Home Rule Charter for the County of Erie, is authorized to execute all documents necessary to conclude the Lease Agreement (Exhibit A hereto).

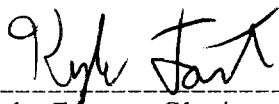
NOW, THEREFORE, BE IT RESOLVED by the County Council of the County of Erie, that the tentative Lease Agreement for the Lease by the County of Erie as Lessee of office space for Magisterial District Judge Chris MacKendrick for property located at 6880 Route 215, Girard, Pennsylvania (Exhibit A hereto), is hereby approved.

The foregoing Resolution was duly enacted by the County Council of the County of Erie at a meeting held on October 17, 2006 by a vote of 7 to 0 .

On the motion of Mrs. Loll, seconded by Mr. Giles,
this resolution was passed on this 17th day of October,
2006 by a vote of 7 - 0.

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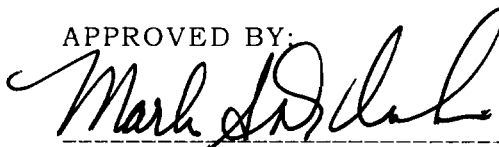
**Approval of Tentative Lease Agreement for the Lease by the County of Erie
as Lessee of Office Space for Magisterial District Judge Chris MacKendrick
with Maher McConnell Properties, a Pennsylvania General Partnership for
Property Located at 6880 Route 215, Girard, Pennsylvania**



Kyle Foust, Chairman
Erie County Council

Date: October 17, 2006

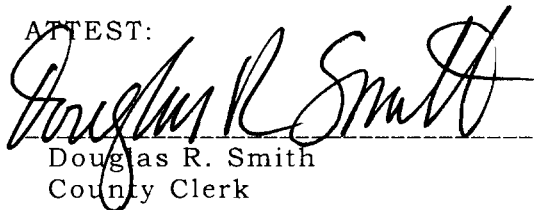
APPROVED BY:



Mark A. DiVecchio
County Executive

Date: 10-18-06

ATTEST:



Douglas R. Smith
County Clerk

Date: October 17, 2006

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made this 17th day of ~~September~~ ^{October}, 2006, by and

between:

LESSOR: Maher McConnell Properties,

a Pennsylvania General Partnership

ADDRESS: 233 Westwood Drive, Lake City, PA 16423

AND

LESSEE: COUNTY OF ERIE

ADDRESS: 140 West 6th Street, Rm. 115, Erie, Pennsylvania 16501

The reasons for this Lease Agreement are as follows:

- A. Lessor and Lessee are parties to a lease agreement, the term of which expires January 3, 2007.
- B. Lessee currently occupies the Leased Premises with the approval of the Lessor.
- C. Lessor and Lessee desire to continue the lease arrangement pursuant to the terms and conditions of this new Lease Agreement.

1. **DEMISED PREMISES:** Lessor does hereby let and rent to Lessee, and the Lessee does hereby take and lease from Lessor the same property it is currently occupying, which property is situate at and/or commonly known as 6880 Route 215, Girard, PA 16417. At all times during the term of this Lease, the Leased Premises will be accessible for handicapped and otherwise will be in total compliance with the requirements of the Americans With Disabilities Act (ADA). In addition, Lessor agrees to improve and upgrade the Leased Premises before January 3, 2007, in accordance with the inspection report of the building compliance

Lessee's Initials _____

Lessor's Initials MM

architect, attached hereto and made a part hereof as Exhibit "A", so that a certificate of occupancy for the premises is obtained from the appropriate regulatory authority by January 3, 2007

2. **TERM:** The term of this Lease shall commence on, and be effective, January 3, 2007 and shall expire on December 31, 2012. There shall be no holdover of the Lease. If the position of District Justice in district 06-3-08 is terminated for any reason whatsoever, or the Commonwealth of Pennsylvania assumes responsibility for the operation of the District Justice System, negating the need for a separate office for the District Justice, the Lessee shall have the option of either terminating this Lease entirely, or of continuing the Lease on a month to month basis, upon giving a 60-day notice of its option to the Lessor.

3. **RENT:** During the first year of this, Lessee shall pay to Lessor rent in the sum of \$25,200.00 per year, payable in monthly installments of \$2,100.00 each, due and payable on or before the tenth day of each and every month. Rent due under this Lease shall be increased and adjusted every year based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) as issued by the U.S. Department of Labor, Bureau of Labor Statistics. The date for measuring the change in the CPI-U shall be August 1. The new rent, as adjusted by the annual change in the CPI-U (as of August 1 of each year) shall become effective on January 1 of each year beginning January 1, 2008. Such rent, as adjusted, shall be payable in twelve equal monthly installments.

4. **UTILITY SERVICE:** It is agreed between the parties hereto that all taxes, light, heat, snow plowing, trash removal and any other expenses related to the Leased Premises shall be included in the monthly payment made by the Lessee and referenced above, and, the Lessor is completely responsible for such expenses throughout the term of the Lease (provided, however, that nothing set forth herein shall be deemed an acknowledgement that taxes are due on this

Lessee's Initials _____

Lessor's Initials 

property which is currently tax-exempt). The Lessee's sole responsibility is to make the monthly rental payment as set forth above.

5. **MAINTENANCE:** Lessor shall take care of all repairs of the Leased Premises for the purpose of its use and occupancy by Lessee. Lessee shall be responsible for janitorial services of the Leased Premises (courtroom and office space.) The Lessor shall not be liable for any damage or injury to the Leased Premises or any personal property or equipment therein contained which may be sustained by the Lessee or any other party, whether by reason of breakage, leakage, or obstruction of water pipes, gas pipes, soil pipes or other leakage in or about the leased premises, or the condition of any buildings thereon, or any part thereof, or from any other cause arising by virtue of the Lessee's use or occupancy of the Leased Premises, unless such liability is due to the negligence of the Lessor. Lessee shall indemnify and hold harmless the Lessor from any and all damages, liabilities and expenses arising out of any improvement, alteration or repair at the Leased Premises made by the Lessee and from anything and everything whatsoever arising from or out of occupancy by or under the Lessee, its agents or servants and from any loss or damage arising from any fault or negligence or action on the part of the Lessee, its employees, agents, or servants.

6. **PREMISES INSURANCE:** It is further agreed that Lessor shall carry liability insurance, and shall place an endorsement thereon naming the County of Erie as an additional insured, and Lessor shall deliver a copy of such policy to the County of Erie each year upon the anniversary date of payment of the premium thereon. The limits of such insurance shall not be less than \$500,000.00 for injury (or death) caused to one or more persons, per property. The insurance required by this section shall be primary insurance and the insured shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the Declaration, without the right of contribution from any other insurance coverage held by Lessee.

Lessee's Initials _____

Lessor's Initials *PM*


Lessor shall, upon execution of this Lease, hereby release Lessee and hold harmless Lessee from any and all liability by reason of damage or injuries to persons or property regarding the condition or use of the Leased Premises unless such liability is due to the negligence of the Lessee.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** Lessor agrees to be bound by the provisions of the Equal Employment Opportunity clause of the Lessee contained in Ordinance Number 30 of 1993 a copy of which is attached hereto and made a part hereof and is further identified as Exhibit "B."

8. **SIGNS:** Lessee at its own cost and expense shall be permitted to erect reasonable signage on or about the Leased Premises subject to the prior written approval of the Lessor, which approval shall not be unreasonably withheld. If this is the renewal of an existing lease arrangement between the parties, then Lessor hereby acknowledges his approval of the existing signage. Lessee shall be responsible at its own cost and expense for the installation and maintenance of any exterior signs and shall be obligated at its own cost and expense to remove such exterior signs at the expiration of the Lease term. **NOTICES:** The parties to this lease shall send notices to each other only through the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt, addressed to either party hereto at their respective addresses specified above or such other address as either party has subsequently specified by written notice. Such notice shall be deemed given on the earlier of the date it is actually received or the date that is five (5) days after such notice is postmarked.

9. **SUBLEASING AND ASSIGNMENT:** Lessee shall have neither the right nor the power to assign this Agreement of Lease. Lessee shall not have the power to sublease the Leased premises or any portion thereof.

Lessee's Initials _____

Lessor's Initials  _____

10. **EFFECTIVENESS OF THIS AGREEMENT:** Lessor agrees and acknowledges that this Lease Agreement will not become effective and shall not be binding on, or enforceable against, the Lessee until it is approved by action of County Council.

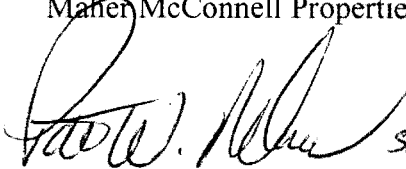
11. **BINDING EFFECT:** This Lease Agreement shall be binding upon the parties hereto and their successors.

12. **ENTIRE AGREEMENT:** This Lease Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, promises, representation or warranties, oral or written, relating to the subject matter of this Lease Agreement, which shall be deemed to exist or to bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns. No amendment, change or addition to this Lease Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

ATTEST:

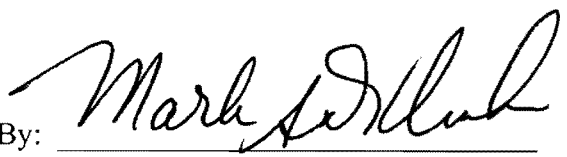
Maheer McConnell Properties:

By:  *SECRETREAS*
PATRICK W. MAHER, Partner


ATTEST:



COUNTY OF ERIE:

By: 
Mark A. DiVecchio,
County Executive

Lessee's Initials _____

Lessor's Initials 



5 October 2005

Erie County Courthouse
140 West 6th Street
Erie, PA 16501

Att: Luigi Pasquale – Director of Facilities

Subject: District Justice – Chris MacKendrick
6880 Route 215.
East Springfield, PA 16411

Dear Mr. Pasquale:

I did a walk thru of the above property and had the following observations:

- No HC parking space designated. also no paved area for a HC person to walk on to enter building from the parking lot. (parking area is all rough gravel)
- No exterior emergency lighting with battery back-up at exits.
- Rear exterior concrete exit pad has a step off higher than 7"
- Public Restroom- no HC sign with braille, no HC logo, no insulation kit under sink, mirror mounted too high, existing grab bar does not meet requirements (needs to have two grab bars...they have one), clearance under lavatory is less than 29", water closet not at ADA height, no lever door hardware.
- Second building door exit not defined by signage from the waiting room side and the hall door that accesses the second exterior door exit is locked from the waiting room side. (door must be opened manually by receptionist)
- Furnace room being used for storage, room is not fire rated, and the light fixture is not secured to the ceiling electrical box (hanging by wire nuts only), did not see any combustion or ventilation air intakes.
- The employee restroom does not meet ADA regulations
- Need to check location of hvac air returns.....I only saw diffusers.

The wood trim on the exterior rear exit door needs to be painted and caulked.

Sincerely,

Thomas F. Grosz AIA
Compliance Architect

Exhibit "A"

EXHIBIT "A"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this lease, the lessor/contractor agrees as follows:

1. The lessor/contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The lessor/contractor shall take affirmative action to insure that applicants are employed and the employees are treated during employment, without regard to their race, religion, color, sex or national origin. As used herein, "treated" means and includes, without limitations, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The lessor/contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The lessor/contractor shall in all solicitations or advertisements for employees placed by or on behalf of the lessor/contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

3. The lessor/contractor shall send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the lessor's/contractors commitment under the Equal Employment Opportunity Clause of the County and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The lessor/contractor shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.

5. The lessor/contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsection (1) to (8) hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the County, the County shall enter into such litigation as is necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the lessor/contractor or the County may request the United States to enter into such litigation to protect the interests of the United States.

6. The lessor/contractor shall file and shall cause his/her/its subcontractors, if any, to file