



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2016-017

RESOLUTION ENTERING INTO AN AGREEMENT WITH COMMUNITY FIRST SOLUTIONS TO PROVIDE OFFICE SPACE FOR A NON-PROFIT SERVICE AT 4055 HAMILTON CLEVES ROAD AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, Community First Solutions, an Ohio non-profit corporation has a desire to establish an office space for a non-profit service at 4055 Hamilton Cleves Road in Ross Township; and

WHEREAS, the Board of Township Trustees of Ross, desire to provide an office space for a non-profit service at 4055 Hamilton Cleves Road in Ross Township; and

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an Agreement with Community First Solutions, an Ohio non-profit corporation to establish and provide an office space for a non-profit service at 4055 Hamilton Cleves Road in Ross Township, pursuant to and substantially in the form of the agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Board of Township Trustees hereby authorizes the Township Administrator to execute the agreement as stated herein.

SECTION 2:

This resolution shall take effect on April 7, 2016 following the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

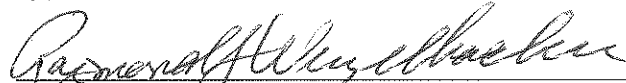
It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:


Trustee Wurzelbacher introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey Aye Wurzelbacher Aye Yordy Aye

Adopted at the meeting of the Ross Township Board of Trustees this 7th day of April, 2016.



Raymond Wurzelbacher, President



Ellen Yordy Vice President



Thomas Willsey, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 7th day of April, 2016.



Judy Huffman
Ross Township Fiscal Officer

THE REMAINDER OF THIS PAGE INTENTIONALLY

RIGHT TO USE AND MAINTENANCE AGREEMENT

This Agreement is by and between the Board of Trustees of Ross Township, 4055 Hamilton Cleves Road, Fairfield, Ohio 45014 ("Township") and Community First Solutions, a 501c(3) and an Ohio non-profit corporation ("Tenant").

1. The Township hereby provides to Tenant the right to use approximately one hundred forty five (145) square feet of space, as shown on Exhibit "A" attached hereto (the "Space") located at 4055 Hamilton Cleves Road, Fairfield, Ohio 45014 which is more particularly described in Exhibit "B" attached hereto (the "Property") for a charitable and public purpose as is set forth in O.R.C. 5709.121. Tenant shall further have non-exclusive access to the parking areas and common areas (hallways, restrooms, lobby and breakrooms) at the Property during the Term (defined below) of the Agreement. The Tenant shall use the space solely as office space for its own use.

2. This Agreement shall be for a period of one (1) year commencing on the Effective Date of this Agreement for twelve (12) months and shall automatically renew annually for two additional years thereafter unless terminated pursuant to the terms and provisions of this Agreement. There shall be no rental payments paid by the Tenant to the Township, but the Township shall receive a Maintenance Fee from the Tenant as set forth in Item 11.

3. Either party may terminate said Agreement during the original term or any renewal thereof upon sixty (60) days written notice to the other party.

4. During the terms of said Agreement or any renewal thereof, the Township shall maintain the exterior of the "The Township Building" (except for the repairs necessitated by the Tenant's negligent use of the space) including the removal of snow on the parking lot. The Township shall also pay for all charges for gas, electricity, water and sewer used by the Tenant. The Township shall be responsible for the maintenance of the HVAC system servicing the space.

5. The Tenant shall keep the Space in good repair, reasonable wear and tear excepted. The Tenant may use the Township's dumpster at no cost. Upon the expiration or termination of this Agreement, Tenant shall surrender the Space to the Township in broom clean condition, except for ordinary wear and tear

6. The Tenant shall not alter or improve the Space without the prior written consent of the Township and any and all alterations, improvements, additions and fixtures made or placed on or in the space shall, on expiration or sooner termination of this Agreement, belong to the Township without compensation to the Tenant.

7. The Tenant shall not assign this Agreement nor sublet any portion of the Space without the prior written consent of the Township.

8. During the period of this Agreement the Township shall be permitted access to the Space. The Tenant shall provide the Township Fiscal Officer with one key to access the Space for emergency purposes upon reasonable notice.

9. All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if they are delivered personally, transmitted via facsimile or electronic mail transmission, followed by telephone confirmation of receipt, or mailed by overnight, express mail delivery services as follows:

Township: Board of Trustees of Ross Township
4055 Hamilton Cleves Road
Fairfield, Ohio 45014

Tenant: Community First Solutions
230 Ludlow Street
Hamilton, OH 45011

10. Any of the Tenant's personal property remaining in the structure following termination of this Agreement shall be conclusively presumed to have been abandoned by the Tenant and the Township shall have the right to dispose of the personal property in any manner without regard to the preservation of any value.

11. The Tenant shall reimburse the Township \$350.00 each month for expenses incurred by the Township in maintaining the "Space". Said reimbursement shall be paid to the Township on the first day of each month at the Township Administration Building. In the event the Tenant fails to pay any installment of the maintenance expense required under this Agreement, the Township may terminate this Agreement upon fifteen (15) days written notice to the Tenant, at which time the Tenant must vacate the Space immediately.

12. The Township shall maintain fire and extended insurance on the "The Township Building" including the Space. Each party shall carry its own liability insurance with respect to the Space. The Tenant shall secure and pay for a policy of comprehensive general liability insurance with single limit coverage of not less than one million dollars naming the Township as an additional insured. On the commencement date and on each subsequent insurance renewal date, if any, Tenant shall deliver to the Township suitable certificates evidencing this insurance.

13. Each party shall carry its own insurance with respect to the contents of the property and shall hold harmless the other party from any and all claims for the losses associated with the personal property of the other.

14. The Tenant covenants and warrants to the Township as follows:

- A. Tenant warrants that it will use the Space for only the stated purpose;
- B. That it will not permit the sale, service or consumption of alcoholic beverages or controlled substances in the Space and that it will keep the Space free of nuisance.
- C. Tenant shall assume the risk of, be responsible for and have the obligation to ensure against and indemnify Township and hold it harmless from any and all liability, claims, demands, actions, damages, costs and expenses arising from or connected with any loss or damages or injury to persons

(including death resulting therefrom) or property occurring in, on or about the space except for that caused by the negligence or willful act of the Township or its employees, agents or servants; and Tenant hereby releases the Township from any and all liability for the same.

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

BOARD OF TRUSTEES OF
ROSS TOWNSHIP, OHIO

Township Administrator

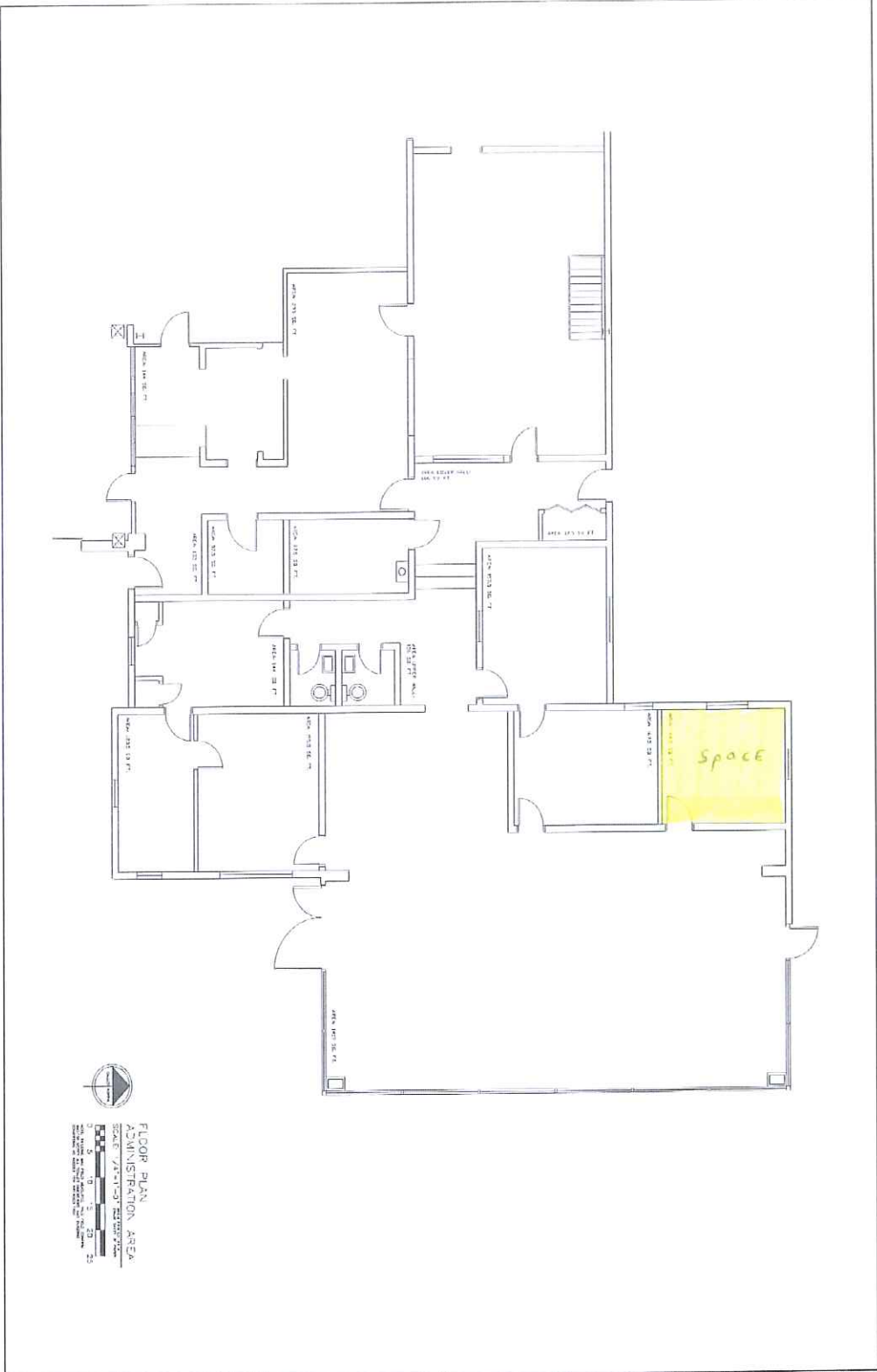
TENANT:

COMMUNITY FIRST SOLUTIONS

By: _____

Date: _____

Exhibit "A"



FLOOR PLAN
 ADMINISTRATION AREA
 SCALE: 1/8" = 1'-0"
 1" = 12'-0"

ROSS TOWNSHIP ADMINISTRATION CENTER
 TRACESSER BUILDING
 1055 HAMILTON-CLEVES ROAD
 FAIRFIELD, OHIO 45014

DATE	10/1/16
BY	J. W. [Signature]
CHECKED BY	[Signature]
SCALE	1/8" = 1'-0"
SHEET	1 OF 1

NO.	DATE	DESCRIPTION

Exhibit "B"

