

ORDINANCE NO. 214-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE FIRST AMENDMENT TO THE SUBLEASE AGREEMENT WITH MEDINA HOSPITAL TO JOINTLY OPERATE A WELLNESS PROGRAM WITHIN THE MEDINA COMMUNITY RECREATION CENTER.

WHEREAS: Ordinance No. 52-11, passed April 25, 2011, authorized the Mayor to enter into a Sublease Agreement with Medina Hospital to jointly operate a Wellness Program within the Medina Community Recreation Center; and

WHEREAS: Medina Hospital and the City of Medina wish to extend the sublease agreement.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to execute the First Amendment to Sublease Agreement between Medina Hospital and the City of Medina, effective March 2, 2022 through March 31, 2027.

SEC. 2: That a copy of the First Amendment to Sublease Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: December 13, 2021

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 14, 2021

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 214-21 ADOPTED BY SAID COUNCIL ON Dec. 13, 2021
Kathy Patton
CLERK OF COUNCIL

Ord. 214-21
Exh. A

 **Cleveland Clinic - Law Department**

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CITY OF MEDINA, OHIO
132 N. ELMWOOD
MEDINA, OH 44256

CONTRACT INFORMATION

Contract ID: 4256339
Master Agreement Number: 3088221
Dept Reference No.:
Contract Description: FIRST AMENDMENT FOR EXTENSION TO SUBLEASE AGREEMENT FOR
MEDINA HOSPITAL CONTINUE PROVIDING SERVICES (1,723 SF) AT MEDINA RECREATION CENTER SAME
RATES & TERMS. WITH 60 DAYS OUT BOTH PARTIES.
Institute: Operations
Submitting Dept: REAL ESTATE
Contract Amount: \$210,000
Dept Contact: MARYANN MCKEEVER
PETER VOLAS

TERM INFORMATION

Effective Date: 3/2/2022
Expiration Date: 3/31/2027
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: HEATHER SUMMERS

Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4256339
Attorney: SUMMERS, HEATHER
By: Smith, Janice
Date: 11/9/2021 8:05:11 AM

ORD. 214-21
Exh. A

**FIRST AMENDMENT
TO
SUBLEASE AGREEMENT**

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (the "First Amendment") is made and entered into as of December 14, 2021 by and between the **City of Medina**, a municipal corporation and political subdivision organized under its charter and the laws of the State of Ohio (the "City") and **Medina Hospital**, an Ohio non-profit corporation (the "Hospital").

WHEREAS, Hospital and City have entered into a certain Sublease Agreement effective as of March 1, 2011 (the "Sublease") pursuant to which Hospital subleased from City the exclusive use of Rooms U-032, U-033, U-034 and U-037 and an area designated solely for the use of rehabilitation services, as well as the non-exclusive use of the leisure pool, one 25-meter lap lane of the competitive pool, the fitness room, and field house and running track in the Medina Community Recreation Center (the "Recreation Center"). The Recreation Center is situated on land leased by the City from the Medina School District ("the "Master Lessor") pursuant to an Operating Agreement dated May 30, 2001 (the "Master Agreement") and is located at 855 Weymouth Road, Medina, Ohio 44256;

WHEREAS, Hospital and City have entered into a Wellness Service Agreement dated July 1, 2015, as amended by Amendments to Wellness Service Agreement effective July 1, 2018 and July 1, 2021 (collectively, the "Wellness Agreement") which remains in full force and effect and sets forth the terms and conditions under which the parties have agreed to jointly operate a Wellness Program within the Recreation Center;

WHEREAS, the initial one year term of the Sublease, as extended for ten additional terms of one year each, is scheduled to expire on March 1, 2022; and

WHEREAS, the parties desire to extend and amend the Sublease as set forth below.

NOW THEREFORE, in consideration of the mutual covenants, conditions and premises hereinafter set forth, the parties hereto hereby agree to amend the Sublease as follows:

1. Incorporation of Recitals. The recitals set forth above, the Sublease, the Master Agreement, and Wellness Agreement referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this First Amendment.
2. Term. The Term of the Sublease shall be extended commencing on March 2, 2022 (the "Effective Date") and continuing through March 31, 2027 (the "First Extended Term"), unless earlier terminated pursuant to the terms and conditions of the Sublease. Either party may terminate the Sublease at any time upon sixty (60) days' notice to the other party. In the event either the Master Agreement or the Wellness Agreement expires or is terminated, this Sublease shall automatically terminate.
3. Notices. Section 13 of the Sublease shall be modified to show the following addresses for Hospital notices: Medina Hospital, 1000 E. Washington Street, Medina, OH 44256, Attn: COO; The Cleveland Clinic Foundation, 9500 Euclid Avenue, HS1-02, Cleveland, OH 44195, Attn: Sr. Director of Real Estate; The Cleveland Clinic Foundation, 3050 Science Park Drive, AC321, Beachwood, OH 44122, Attn: Sr. Counsel, Real Estate.
4. Confidentiality. The following paragraph shall be added to the Sublease as Section 14:

“14. CONFIDENTIALITY

Each party agrees that it will hold in strict confidence all documents, materials and other information concerning the Sublease (whether obtained before or after the date of the Sublease), including, without limitation, the business terms contained herein. Such documents, materials, information and terms shall not be communicated to any third party (other than to a party’s partners, counsel, accountants, financial advisors or lenders) and no public statements regarding the Sublease (e.g., press releases) shall be made without the permission of the other party. The obligation of each party to treat such documents, materials, information and terms in confidence shall not apply to any information which: (i) is or becomes available to such party on a non-confidential basis from a source other than such party; (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents; (iii) is required to be disclosed as part of the application for any permit or entitlements related to the Sublease; or (iv) is required to be disclosed under applicable law or judicial process, but only to the minimum extent it must be disclosed.”

5. General. Except as specifically amended hereby, the terms and conditions of the Sublease shall remain unchanged and in full force and effect. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sublease. In the event any provision contained in the First Amendment conflicts with the terms and conditions of the Sublease, the terms of this First Amendment shall control.

6. Representations and Warranties. City hereby represents, warrants and agrees that it has timely performed all of its obligations under the Master Agreement, prior to the date hereof and is not in default of any of its obligations thereunder and that, to the best of its knowledge, Master Lessor has timely performed all of its obligations under the Master Agreement, prior to the date hereof and is not in default of any of its obligations thereunder.

7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original as against any party whose signature appears on it, and all of which shall together constitute a single instrument. This First Amendment shall become binding when one or more counterparts, individually or taken together, bear the signatures of all parties. This First Amendment may be executed and delivered by facsimile or other electronic means, with such electronic copy to serve as conclusive evidence of the consent and ratification of the matters contained herein by the parties hereto.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this First Amendment to be effective as of the Effective Date.

CITY OF MEDINA:

MEDINA HOSPITAL:

By: Dennis Hanwell

By: _____

Print Name: Dennis Hanwell

Print Name: Jason Hergenroeder

Title: Mayor

Title: Executive Director, Financial Accounting

12-14-2021

“14. CONFIDENTIALITY

Each party agrees that it will hold in strict confidence all documents, materials and other information concerning the Sublease (whether obtained before or after the date of the Sublease), including, without limitation, the business terms contained herein. Such documents, materials, information and terms shall not be communicated to any third party (other than to a party’s partners, counsel, accountants, financial advisors or lenders) and no public statements regarding the Sublease (e.g., press releases) shall be made without the permission of the other party. The obligation of each party to treat such documents, materials, information and terms in confidence shall not apply to any information which: (i) is or becomes available to such party on a non-confidential basis from a source other than such party; (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents; (iii) is required to be disclosed as part of the application for any permit or entitlements related to the Sublease; or (iv) is required to be disclosed under applicable law or judicial process, but only to the minimum extent it must be disclosed.”

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6. Representations and Warranties. City hereby represents, warrants and agrees that it has timely performed all of its obligations under the Master Agreement, prior to the date hereof and is not in default of any of its obligations thereunder and that, to the best of its knowledge, Master Lessor has timely performed all of its obligations under the Master Agreement, prior to the date hereof and is not in default of any of its obligations thereunder.

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IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this First Amendment to be effective as of the Effective Date.

CITY OF MEDINA:

MEDINA HOSPITAL:

By: _____

By:  _____

Print Name:

Print Name: Jason Hergenroeder

Title:

Title: Executive Director, Financial Accounting

ACKNOWLEDGMENT FOR CITY

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CITY OF MEDINA, through Dennis Hanwell, its Mayor, who acknowledged that he/she did sign the foregoing instrument and that the same is the free authorized act and deed of the City of Medina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Medina, Ohio, this 14th day of December, 2021.

This is an acknowledgment; no oath or affirmation has been administered.

Sherry A. Crow
Notary Public
My commission expires 5-27-24

(Notary Seal)

ACKNOWLEDGMENT FOR HOSPITAL

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for the said County and State, personally appeared the above-named MEDINA HOSPITAL, by Jason Hergenroeder, its Executive Director, Financial Accounting, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed of the non-profit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this _____ day of _____, 2021.

This is an acknowledgment; no oath or affirmation has been administered.

Notary Public
My commission expires _____

(Notary Seal)

ACKNOWLEDGMENT FOR CITY

STATE OF OHIO)
)
COUNTY OF MEDINA) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CITY OF MEDINA, through _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is the free authorized act and deed of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Ohio, this _____ day of _____, 2021.

(Notary Seal)

Notary Public
My commission expires _____

ACKNOWLEDGMENT FOR HOSPITAL

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, a Notary Public in and for the said County and State, personally appeared the above-named MEDINA HOSPITAL, by Jason Hergenroeder, its Executive Director, Financial Accounting, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed of the non-profit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 19 day of NOVEMBER, 2021.

(Notary Seal)



MARYANN MCKEEVER
Notary Public
State of Ohio
My Comm. Expires
May 14, 2026

Maryann McKeever
Notary Public
My commission expires 5/14/26

CONSENTED TO AND APPROVED BY:

MASTER LESSOR:

Medina School District

By:

Print Name:

Aaron Sable

Title:

Superintendent

ACKNOWLEDGMENT FOR MASTER LESSOR

STATE OF OHIO

COUNTY OF

Medina

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named MEDINA SCHOOL DISTRICT, through Aaron Sable, its Superintendent, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed of the MEDINA SCHOOL DISTRICT.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Medina, Ohio, this 4 day of January, 2022

This is an acknowledgment; no oath or affirmation has been administered.

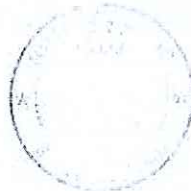
Mary M. Mixman

Notary Public

My commission expires

12/16/23

(Notary Seal)



MARY M. MIXMAN
Notary Public, State of Ohio
My Commission Expires
December 16, 2023