

RESOLUTION APPROVING LEASE AGREEMENT WITH HOMESAFE, INC. FOR SPACE, JEFFERSON VILLAGE

WHEREAS, The Board of Commissioners own the building located at 30 West Walnut Street, in the Village of Jefferson; and

WHEREAS, There is space available in said building that may be leased by the County to other entities; and

WHEREAS, Janet Discher, County Administrator, has presented a lease agreement with Homesafe, Inc. for the approval of the Board, to-wit:

Lessor: Homesafe, Inc., a Corporation for Non-profit
PO Box 702, Ashtabula, OH 44005

Location: 30 West Walnut Street, Jefferson, OH 44047

Lease Period: 12 months beginning December 1, 2023 ending December 1, 2024

Cost: \$350.00, per month, payable on a monthly basis beginning December 1, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement, as noted above, is approved in accordance with the terms and conditions contained in the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-583

November 29, 2023

**RESOLUTION APPROVING LEASE AGREEMENT WITH HOMESAFE, INC. FOR
SPACE, JEFFERSON VILLAGE**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.


VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

LEASE AGREEMENT

This LEASE AGREEMENT (“Agreement”) is made and entered into as this 27th day of November 2023, between the Board of County Commissioners of Ashtabula County (“Lessor”) and Homesafe Inc., a Corporation for Non-profit (“Lessee”).

WHEREAS, Lessor is the owner of the building located at 30 West Walnut Street, Jefferson, Ohio, 44047 (the “Building”), which real property is further described in the legal description attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, Lessee is authorized by Section 307.02 of the Ohio Revised Code to lease retail store rooms and offices;

WHEREAS, Lessee wishes to lease certain office space within the Building for the operations of domestic violence service provider; and

WHEREAS, Lessor desires to lease certain offices in the Building to Lessee, and Lessee desires to lease such offices from Lessor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Lessor hereby leases to Lessee the Leased Space, upon the following terms and conditions:

I. DEFINITIONS

- A. “Premises” shall mean the Building, parking area, and improvements.
- B. “Leased Space” shall mean the entire first floor, and the additional bathroom located on the second floor.

II. TERM

The term of this Agreement shall commence on December 1, 2023 (the “Commencement Date”) and end on December 1, 2024 (the “Term”). Lessee shall have the option to renew this Agreement for up to an additional term of one year provided that Lessee giving Lessor notice of renewal at least sixty (60) days prior to the expiration of the Term.

III. RENT, UTILITIES, OTHER CHARGES

- A. During the Term, Lessee shall pay Lessor as rent (the “Rent”) \$350.00 per month for the Leased Space. The Rent shall be paid on a monthly basis beginning December 1st 2023.
- B. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible for its own custodial service within the Leased Space, and all other costs, expenses, obligations, liabilities, and acts necessary to and for the operation of its business within the Leased Space.
- C. Lessor shall bear, pay, and discharge, all real property taxes and assessments which shall or may during the Lease be charged, laid, levied, assessed, imposed, become due and payable, or liens upon the Premises or any part thereof, or any buildings, appurtenances,

or equipment thereon or therein, or any part thereof, or the parking area, sidewalks or streets in front of or adjoining the Premises.

- D. Lessor shall be responsible for the following utilities relating to the Building: (i) electric; (ii) natural gas; (iii) water; (iv) sewer; (v) internet; and (vi) security system for the Building; as well as any custodial services for the common areas and restrooms on the second floor of the Building. Notwithstanding the foregoing, in the event the cumulative costs of electricity, natural gas, water, and internet exceed the Rent in any given month, Lessee shall be responsible for the difference in costs, which shall be added to the Rent for the following month.

IV. MAINTENANCE

Throughout the Term, Lessee, at its expense, shall keep and maintain the Leased Space in good repair and condition, excepting normal wear and tear. Lessee shall not be required to maintain, repair or rebuild all or any part of the Property. Lessor shall keep the parking areas and access to the Premises reasonably free and clear of ice, snow, and other debris, and the Premises in a clean, safe, and healthy condition according to the ordinances and directions of the proper governmental authority, and otherwise shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to the Premises and their use.

V. USE

Lessee may use the Leased Space as offices for the operations of a domestic violence service provider during regular business hours, and for no other purpose without Lessor's prior, written consent. Lessee will not use or permit the Premises to be used for any unlawful use, nor for any use in violation of any present or future laws, rules, orders, ordinances, or regulations. Lessee shall not use the Premises as lodging, bathing or showering, or any other temporary or permanent accommodation for clients outside of regular business hours.

VI. ALTERATIONS, SIGNS

- A. Lessee will obtain Lessor's written consent prior to making any alterations, decorations, additions, or improvements (other than minor redecorating) in or to the Premises (collectively referred to as "Alterations").
- B. Lessee may place signs relating to its business on the entrance door to the Leased Space.

VII. INSURANCE

- A. Lessee shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Leased Space, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall purchase said coverage with liability limits not less than \$2,000,000 per occurrence. Lessee shall also maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance

shall include coverage for owned, hired and non-owned automobiles. Lessor shall be named as an additional insured by endorsement to such commercial general liability and automobile liability coverage.

- B. Lessor shall insure, and keep insured during the term of this Lease, any buildings or other insurable structures constructed on the Premises against loss or damage by fire, lightening, windstorm or other casualty in such amount and with such insurance company or joint self-insurance pool as Lessor may select.
- C. Prior to the Commencement Date, Lessee shall deliver to Lessor certificates of the insurance required herein. Such certificates shall provide that the insurer will notify Lessor in writing should any of the above described policies be canceled before the expiration date thereof. This notice to be mailed by the insurer to the Lessee not less than 30 days prior to said cancellation date. Lessee shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance required by this Section.

VIII. INDEMNIFICATION

Lessee shall indemnify and hold harmless Lessor, Ashtabula County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission or breach of this Lease by the Lessee, any sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Lessee further agrees to defend Lessor, Ashtabula County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking to recover money from Lessor as a result of any accident or incident arising out of or in any way connected with the Leased Space.

IX. TERMINATION

- A. In the event Lessee defaults under this Agreement and if such default shall continue and not be cured or corrected within thirty (30) days after receipt of written notice to Lessee from Lessor, then this Agreement may, at any time thereafter, be terminated by Lessor.
- B. Either party may terminate this Lease by giving sixty (60) days' written notice to the other party.

X. NOTICES

Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be deemed given if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor: Ashtabula County Board of Commissioners
25 W. Jefferson St.

Jefferson, OH 44047

With a copy to: Ashtabula County Prosecutor's Office
25 W. Jefferson St.
Jefferson, OH 44047

Lessor: Homesafe, Inc., a Corporation for Non-profit
PO BOX 44005
Ashtabula, OH 44005

XI. MISCELLANEOUS

- A. Lessor shall have the right to inspect the Leased Space at any time during the Term, subject to reasonable notice in advance to Lessee. Lessor shall have the right to use the Leased Space for ingress and egress to other parts of the Building. Lessee understands that Lessor may make improvement upon the Building, but may not use the Leased Space to make such improvements unless reasonable notice has been provided in advance to Lessee.
- B. Lessor may assign its rights under this Lease, after 60 days' prior notice to Lessee but without the consent of Lessee, to any individual, corporation, firm or other entity, public or private, or any governmental agency, municipal, county, state or federal; provided that such assignee assumes in writing the obligations of Lessor hereunder. Lessee shall not assign this Lease nor sublet all or any portion of the Leased Premises, without the prior, written consent of Lessor, which may be withheld for any reason.
- C. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant.
- D. This Agreement and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.
- E. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby
- F. Lessee shall operate the Premises in a manner which is open and available to all members of the public without regarding to sex, race, color, creed, ancestry, national origin, handicap or disability, as defined in Section 4112.10 of the Ohio Revised Code and shall follow all applicable regulations regarding competitive selection, prevailing wages, equal employment opportunity, drug free workplace and workers' compensation.

understandings between the parties, either oral or written, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the purposes, representations, terms, and conditions of this Lease.

Lessee:

BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY

By: _____

By: _____

By: _____

Attest:

By: Ana Hawkins

Lessor:

HOMESAFE INC.

By: _____

Julie Sundquist
Executive Director, Member

STATE OF OHIO)

) ss.

COUNTY OF ASHTABULA)

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

The foregoing instrument was acknowledged before me this day of November 29, 2023, by Julie Sundquist, member of Homesafe Inc., a Corporation for Non-profit, on behalf of the company.

Ana Hawkins

Notary Public

My commission expires: 7/14/2025

Notary Public

My commission expires:

Approved as to Legal Form Only:

By: _____

Date: _____

Collen M. O'Toole
Ashtabula County Prosecutor

EXHIBIT A

[Insert legal description of property]