

RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND PERSON CENTERED SERVICES, INC., ASHTABULA TOWNSHIP (ASH/CRAFT INDUSTRIES AND THE GREENHOUSE/GARDEN SHOPPE LOCATED AT 5959 GREEN ROAD, ASHTABULA TOWNSHIP)

WHEREAS, Lessor (Ashtabula County) desires to lease and rent Person Centered Services, LLC a portion of the structures and grounds known as the Ash/Craft Industries and the Greenhouse/Garden Shoppe located at 5959 Green Road, Ashtabula, Ohio 44004 as denoted in blue on the map attached hereto; and

WHEREAS, these premises referred to in the Lease as “the premises” or “the leased premises” and shall consist of parking areas, easements, declarations and rights of way; and

WHEREAS, a lease agreement has been presented for the approval of the Board, to-wit:

Lessee: Person Centered Services, LLC
6 Neshaminy Interplex, Ste. 401, Treose, PA 19053

Lessor: Ashtabula County Commissioners
25 West Jefferson Street, Jefferson, OH 44047

Location: 5959 Green Road, Ashtabula, OH 44004 (Ash/Craft Industries and the Greenhouse/Garden Shoppe)

Lease Period: 3 years, (retroactive to January 1, 2024 through December 31, 2026)

Cost: Year 1: Monthly: \$7,735.83 Annual: \$92,830.00
Year 2: Monthly: \$7,967.92 Annual: \$95,615.00
Year 3: Monthly: \$8,206.92 Annual: \$98,483.00; 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.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-100

February 15, 2024

RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND PERSON CENTERED SERVICES, INC., ASHTABULA TOWNSHIP (ASH/CRAFT INDUSTRIES AND THE GREENHOUSE/GARDEN SHOPPE LOCATED AT 5959 GREEN ROAD, ASHTABULA TOWNSHIP)

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

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

**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

**Between the Ashtabula County Commissioners and
Person Centered Services, Inc.**

This **LEASE AGREEMENT** (the "Lease") is made and entered into this **1st day of January, 2024** by the Ashtabula County Commissioners (hereinafter called "Lessor"), and between Person Centered Services, Inc. (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, Lessor desires to lease and rent unto Lessee, and Lessor desires to rent and lease from Lessor a portion of the structures and grounds known as the Ash/Craft Industries and the Greenhouse/Garden Shoppe located at 5959 Green Road, Ashtabula, Ohio 44004 as denoted in blue on the map attached hereto. These premises referred to in this Lease as "the premises" or "the leased premises" and shall consist of parking areas, easements, declarations and rights of way, and

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Lessor does hereby demise, lease and rent unto the Lessee and Lessee does hereby rent and lease from Lessor the Premises, under and pursuant to the following terms and conditions:

Article One - Term

1.01 Term. The term of this lease shall be for 36 months, commencing on **January 1, 2024** and ending on **December 31, 2026**, unless terminated sooner as provided in this Lease. Either party may terminate this Lease for any reason upon one hundred eighty (180) days advanced written notice to the other party.

1.02. Option to Extend Term. Lessee has the right to extend this Lease beyond the expiration date provided in Paragraph 1.01 on the following terms and conditions:

a. Lessee may request an option to extend this Lease by giving notice to Lessor of its desire to extend the Lease. To constitute effective notice of a desire to extend the Lease beyond the original term of Lease, Lessee must send written notice to Lessor no less than ninety (90) days prior to the Lease termination date. The Lessor will have thirty (30) days to respond to the written request with its intention to extend or not extend the Lease.

Article Two - Rent

2.01 Rent. Lessee shall pay these amounts monthly, due by the 1st of the month, as follows:

	<u>Term</u>	<u>Monthly</u>	<u>Annual</u>
Year 1	January 1, 2024 - December 31, 2024	\$7,735.83	\$92,830.00
Year 2	January 1, 2025 - December 31, 2025	\$7,967.92	\$95,615.00
Year 3	January 1, 2026 - December 31, 2026	\$8,206.92	\$98,483.00

If payment is ten (10) days late or more, then Lessee, at Lessor's option, will be assessed a late charge equal to 5% of said late payment, not to exceed the amount allowed by law.

Article Three – Use of Premises

3.01 Permitted Use. Lessee may not sub-lease the premises. Lessee may not use the premises for any other purpose without the written consent of Lessor.

3.02 Waste Nuisance, or Illegal Uses. Lessee shall not use, or permit the use of, the premises in any manner that may result or results in the waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose. Lessee shall at all times maintain the premises in an aesthetically acceptable condition as determined by Lessor in its sole discretion.

3.03 Furnishings. Furnishings are accepted "as is." Lessee shall be responsible for replacement of any items that are furnished by Lessor at the time of the agreement. The Lessee shall be responsible for providing and submitting an updated inventory to the Lessee on an annual basis by December 31st of each calendar year.

Article Four – Repairs and Maintenance

4.01 Repairs and Maintenance by Lessee. Lessee shall, throughout the term of this Lease and any extensions of the term, at its own expense and risk, maintain the leased premises in good order and condition. Lessee shall make all repairs and replacements necessary to keep the premises and improvements in such good order and condition. Excluding HVAC system, Main sewer line repair/replacement, and fresh water line into site. For HVAC, Lessee will be responsible for the first \$2500/per occurrence. Lessor is not responsible for any upkeep of fixtures, switches, movable equipment, furniture, toiletries, knobs, interior lighting, etc. Lessor shall maintain the roof, exterior walls and structural foundation. All maintenance, repairs and replacements required by this section must be performed promptly when required and in a manner that will not cause depreciation in the value of the premises.

4.02 Lessee's Failure to Repair or Maintain. In the event Lessee fails to perform its obligation to maintain, as set forth in Paragraph 4.01, after notice from Lessor of the need for such maintenance and the passage of a reasonable amount of time for performance after such notice,

Lessor may enter the premises and perform such maintenance or cause such maintenance to be performed, at its own expense. On Lessor's notice to Lessee of the performance and cost of any maintenance, any reasonable costs incurred by Lessor pursuant to this section, together with interest on any such sum at the highest legal rate from the date of the notice until the date paid by Lessee to Lessor.

Article Five – Utilities and Garbage Removal

5.01 Utility and Maintenance Charges. Lessee shall pay all utility charges for water/sewage, garbage removal, electricity, and gas used in and about the leased premises.

5.02 Lawn Care. Lessee shall be responsible and bear the expense of lawn care.

5.03 Snow Removal. Lessee shall be responsible and bear the expense of any snow removal from the parking lot, sidewalks, and any other area on the premises.

5.04 Janitorial Services. Lessee will be responsible for their janitorial services.

ARTICLE SIX - ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.01 Consent of Lessor. Lessee shall not make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

6.02 Property of Lessor. All alterations, additions, or improvements made by Lessee shall become the property of the Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions and improvements installed or made by Lessee, and any other property placed on the premises by Lessee, on termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the premises caused by such removal. All personal property of Lessor located within or at the leased premises at the beginning of this lease, or subsequently placed at the premises, shall remain the property of Lessor and may be removed from the premises at the sole discretion of Lessor upon sixty (60) days advance notice to Lessee which sixty (60) days Lessee may waive. Such property shall include, but not be limited to, desks, chairs, radios and file cabinets. This section applies with the exception of such property referenced in Section 3.03.

ARTICLE SEVEN - TRADE FIXTURES AND SIGNS

7.01 Trade Fixtures. Lessee has the right at all times to erect or install shelves, bins, machinery, equipment, or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures installed by the Lessee at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the leased premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty days after Lessee has surrendered possession of the premises or prior to the entrance of any subsequent tenant onto the premises or use of the trade fixtures by Lessor.

7.02 Signs. Subject to Lessor's prior written approval, Lessee shall have the right to erect signs on any portion of the leased premises, including but not limited to, the exterior walls of the premises, subject to applicable laws, ordinances, and regulations. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE EIGHT - INSURANCE

8.01 Property Insurance. Lessee shall provide and maintain, in full force and effect, general liability insurance covering Lessee's activities under this Lease. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Lessee of the premises used by the Lessee in performance of its duties under this Lease. Lessor shall be included as an additional insured on Lessee's liability insurance coverage. Lessee shall provide Lessor with a copy of Lessee's liability insurance policy before providing services in accordance with this Lease. Such coverage shall be in an amount of no less than \$1,000,000.00 per occurrence. Should the policy have a general aggregate limit, such aggregate limit must be not less than \$3,000,000.00. Lessee will provide Lessor with a copy of insurance each year.

ARTICLE NINE - DAMAGE OR DESTRUCTION OF PREMISES

9.01 Notice to Lessor If the leased premises, or any structures, fixtures, furniture, equipment or improvements on the leased premises, should be damaged or destroyed by fire, flood, theft or

other casualty, Lessee shall give immediate written notice of the damage and, as far as known to Lessee, the cause of the damage.

9.02 Total Destruction If the building on the leased premises should be totally destroyed by fire, flood, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed as determined by Lessor, in their sole discretion, this Lease shall terminate.

9.03 Partial Destruction If the building or other improvements on the leased premises should be damaged by fire, flood, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonable be complete within sixty working days and at a cost not to exceed \$250,000.00 and provided there is no cost to the Lessor.

ARTICLE TEN - INSPECTION BY LESSOR

10.01 Lessee shall permit Lessor and Lessor's agents, representative, and employees to enter into and on the leased premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Lessor's interest in the leased premises or to perform Lessor's duties under this Lease.

ARTICLE ELEVEN - MISCELLANEOUS

11.01 **Notices and Addresses** All notices required under this Lease must be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: Ashtabula County Commissioners, Accounts Payable, 25 West Jefferson Street,
Jefferson, Ohio 44004

Lessee: Person Centered Services, Inc., 6 Neshaminy Interplex, Ste. 401, Trevose, PA 19053.

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

11.02 **Parties Bound** This Lease shall be binding on, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

11.03 **Ohio Law to Apply** This Lease shall be construed under, and in accordance with, the law of the State of Ohio, and all obligations of the parties created by this Lease are performable in Ashtabula County, Ohio.

11.04 Legal Construction In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Lease.

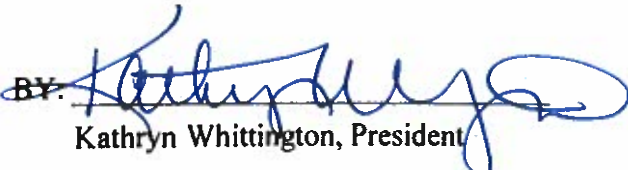
11.05 Amendment No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

11.07 Force Majeure Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.


11.08 Real Estate Tax. Real Estate Tax is due if a for-profit entity occupies county-owned space, if in fact, the county is assessed real estate property taxes. A duplicate tax bill will be mailed to Lessee at 5959 Green Road, Ashtabula, OH 44004. Payment shall be made directly to the County Treasurer within the applicable due date. Any applicable penalties for late payments or similar offenses will be borne by the Lessee.

The undersigned Lessor and Lessee execute this Lease on 1-1-24, at Ashtabula County, Ohio.

ASHTABULA COUNTY COMMISSIONERS

BY: 
Kathryn Whittington, President

Person Centered Services, Inc.

BY: 
Matthew Donnelly, President

APPROVED AS TO FORM:


Colleen Mary O'Toole

Colleen O'Toole, Prosecuting Attorney, Ashtabula County, Ohio

Signature Page

Agreement Title: Lease with Person Centered Services - Board of CC

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor


Contact: Lisa Hawkins, Clerk

Dated: Jan 22, 2024

Signature Page

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Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: _____, 2024

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11.03 Ohio Law to Apply This Lease shall be construed under, and in accordance with, the law of the State of Ohio, and all obligations of the parties created by this Lease are performable in Ashtabula County, Ohio.

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11.08 Real Estate Tax. Real Estate Tax is due if a for-profit entity occupies county-owned space, if in fact, the county is assessed real estate property taxes. A duplicate tax bill will be mailed to Lessee at 5959 Green Road, Ashtabula, OH 44004. Payment shall be made directly to the County Treasurer within the applicable due date. Any applicable penalties for late payments or similar offenses will be borne by the Lessee.

The undersigned Lessor and Lessee execute this Lease on _____, at Ashtabula County, Ohio.

ASHTABULA COUNTY COMMISSIONERS

BY: _____
Kathryn Whittington, President

Person Centered Services, Inc.

BY: _____

APPROVED AS TO FORM:

Colleen Mary O'Toole

Colleen O'Toole, Prosecuting Attorney, Ashtabula County, Ohio

