

RESOLUTION APPROVING LEASE AGREEMENT WITH THE ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR SPACE, ASHTABULA CITY

WHEREAS, The Board of Commissioners own the building located at 4717 Main Ave. in the City of Ashtabula; 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 the Ashtabula County Mental Health and Recovery Services Board for the approval of the Board, to-wit:

- Lessee:** Ashtabula County Mental Health and Recovery Services Board
State Road, Ashtabula OH 44004
- Location:** 4717 Main Ave., Ashtabula OH 44004
3,844 sq. ft.
- Lease Period:** beginning January 1, 2025 and ending July 31, 2025,
automatically renews for four, successive, one-year terms
- Cost:** \$3,203.33 per month (increase \$160.17 per month for each
successive term), payable in monthly installments on or before the
1st day of each month; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement with the Ashtabula County Mental Health and Recovery Services Board for space 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. 2024-499

October 29, 2024

**RESOLUTION APPROVING LEASE AGREEMENT WITH THE ASHTABULA
COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR SPACE,
ASHTABULA CITY**

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

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.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into as this 1st day of January, 2025 between the Board of County Commissioners of Ashtabula County ("Lessor") and the Ashtabula County Mental Health and Recovery Services Board ("Lessee").

WHEREAS, Lessor is the owner of the building located at 4717 Main Avenue, Ashtabula, OH 44004 (the "Building");

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 provision of an office for the county board of mental health and recovery services; 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 3,844 square feet of office space as denoted in the highlighted sections of Exhibit A which is incorporated herein by reference as if fully set forth herein.

II. TERM

The term of this Agreement shall commence upon the date set forth above (the "Commencement Date") and ending on July 31, 2025 (the "Term"). The term shall automatically renew for four, successive, one-year terms.

III. RENT, UTILITIES, OTHER CHARGES

A. During the Term, Lessee shall pay Lessor as rent (the "Rent") \$3,203.33 per month for the Leased Space (the "Base Rent"). For each successive term, the Base Rent shall be increased by an amount of \$160.17 per month, which equates to an additional \$0.50 per square foot per term. The Rent shall be paid in full on or before the first day of each month with no notice being required from Lessor.

B. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible for its own telephone service and 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; and (iv) sewer; for the Building.

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 county mental health and recovery services board 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.

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 \$1,000,000 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. INTENTIONALLY OMITTED.

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. Lessee, at any time, may terminate this Lease by giving six months' written notice to Lessor.

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

Lessor: Ashtabula County Mental Health & Recovery Services Board
4717 Main Avenue,
Ashtabula, OH 44004

In either case with a copy to:
Ashtabula County Prosecutor's Office
25 W. Jefferson St.
Jefferson, OH 44047

XI. MISCELLANEOUS

- A. Lessor does not warrant title to the Leased Property, and the rights and privileges, and authority granted herein shall be subject to any easements, rights-of-way, covenants, and restrictions of record.
- B. During the Term, Lessor, with the consent of Lessee, which shall not be unreasonably conditioned, delayed or withheld, may grant rights-of-way across the Land; provided such rights-of-way do not interfere with the rights and privileges herein granted to Lessee.
- C. Lessor shall have the right to inspect the Leased Premises at any time during the Term, subject to reasonable notice in advance to Lessee.
- D. 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.
- E. So long as Lessee pays the Rent and performs Lessee's covenants, Lessee shall peacefully and quietly hold the Land throughout the term of this Lease free from hindrance or molestation by Lessor and others claiming by, through, or under Lessor, but subject, however, to the terms of this Lease. Upon request of Lessee, Lessor will assist in providing rights of way on or across the Leased Premises for electric, gas, telephone, water, sewer and other public utilities and facilities reasonably necessary or convenient for the construction or operation of the Leased Premises or the Improvements.
- F. Lessee shall abide by all applicable provisions of Section 125.111 of the Ohio Revised Code, and shall operate the Property 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.
- G. 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.
- H. 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.
- I. This Agreement constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or

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.

Lessor:

BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY


By: 
Kathryn Whittington, President

Lessee:

ASHTABULA COUNTY BOARD OF MENTAL HEALTH AND RECOVERY SERVICES

By: 
Kartie Hart, Executive Director

Approved as to Legal Form Only:

By: 
Collen M. O'Toole
Ashtabula County Prosecutor

Date: 