

RESOLUTION APPROVING LEASE AGREEMENT WITH ASHTABULA COUNTY PUBLIC DEFENDER BOARD COMMISSION FOR SPACE, JEFFERSON VILLAGE

WHEREAS, The Board of Commissioners own the building located at 22 East Jefferson St., 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 for the approval of the Board,
to-wit:

Lessee: Ashtabula County Public Defender Board Commission

Location: 22 East Jefferson St. Jefferson, OH 44047
5,418 sq. ft.

Lease Period: Lease Commencement: retroactive to 1/1/2022 Lease Term: 4 years Term expiration date: 12/31/2025
Option to Extend: 2 extension periods of one year each, with written notice no less than 60 days prior to expiration of lease or extension

Base Rent: \$12/square foot for 5418 square feet of office space (excluding mechanical spaces in the basement)

Cost: \$65,016.00, per year, payable in monthly installments of \$5,418.00; 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.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-34

January 04, 2022

**RESOLUTION APPROVING LEASE AGREEMENT WITH ASHTABULA COUNTY
PUBLIC DEFENDER BOARD COMMISSION FOR SPACE, JEFFERSON VILLAGE**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

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

Lease Premises: 22 East Jefferson Street, Jefferson, Ohio 44047

Lessor: Ashtabula County, by and through the Ashtabula County Board of Commissioners

Lessor mailing address: 25 West Jefferson Street, Jefferson, Ohio 44047

Lessee: Ashtabula County Public Defender Board Commission

Lessee mailing address:

Lease Commencement: 1/1/2022 Lease Term: 4 years Term expiration date: 12/31/2025

Option to Extend: 2 extension periods of one year each, with written notice no less than 60 days prior to expiration of lease or extension

Base Rent: \$12/square foot for 5418 square feet of office space (excluding mechanical spaces in the basement)

Annual Rent: \$65,016

Monthly Rent: \$5418

grounds and lands surrounding the Premises (collectively, the "Services").

Use and Occupancy

Lessee shall occupy and use the Premises as an office building to house the Ashtabula County Public Defender's Office. Lessee will continuously occupy and utilize the Premises in the active conduct of its business in a manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Lessee shall be responsible for interior cleaning of Premises.

Signage shall be provided by Lessor. Lessee shall obtain written consent of Lessor before altering signage on Premises.

Lessee warrants that its use of electrical current will, at all times, not exceed the current capacity of the electrical service into the Premises. Lessee will not use or cause to be used equipment which will overload the existing service and installations. Any change in the character or nature of electrical service to the Premises shall not impose liability on the Lessor for any loss or damage sustained by Lessee as a result thereof.

Maintenance, Utilities/Expenses and Signage

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes all utilities (electricity, water, sewage disposal, garbage collection and removal service, and telephone and internet services), real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, all major systems such as the heating, plumbing, and electrical, the parking area, including the removal of any snow or environmental hazard, and as the

Lessor reserves the right to interrupt the provision of the Services and other utilities, when Lessor deems it necessary for repairs, alterations, replacements or improvements to such Services or other utilities, the decision for such interruption and the length of such interruption shall be solely Lessor's.

Unless an emergency situation exists, Lessor shall give Lessee at a minimum forty-eight (48) hours notice in advance of its intention to interrupt Services or other utilities pursuant to this provision.

Security Deposit

There shall be no deposit required for the successful execution and performance of this Agreement.

Rent

Lessee shall pay rent monthly in full on or before the first day of each month. Monthly rent shall be paid in advance with no notice being required from Lessor.

Lessee shall not deduct any sums from the monthly rent unless Lessor consents in writing. Acceptance by the Lessor of any amount less than the full amount owed shall not operate as a waiver by the Lessor for the full amount or in any way defeat or affect the rights and remedies of the Lessor to pursue the full amount.

Upon signing this lease, Lessee shall pay Lessor first monthly rent due. The entire amount of rent due for the lease term is due upon signing this lease; however, Lessor consents to the Lessee paying in monthly installments provided there exists no defaults by Lessee under the terms of this lease.

Occupancy

Lessee shall not, at any time, use or occupy the Premises in violation of or contrary to the permitted uses contained in the Certificate of Occupancy for the Premises.

Surrender

Lessee shall at the expiration or other termination of this lease remove Lessee's goods and effects from the leased Premises. Lessee shall deliver to the Lessor the leased premises and all keys, locks thereto, and other fixtures connected therewith. Lessor's Alterations and Management

Lessor has the right to change the arrangement and/or location of entrances, hallways, passageways, doorways, doors, stairs or any other part of the Premises used by the general public, including toilets, and to change the name and/or number of the Premises. In the event that Lessor so changes as aforesaid, the same shall not constitute an eviction nor imposes any liability on Lessor for such election. Rent

and Additional Rent shall not be diminished or abated in such event as a result of any inconvenience, annoyance or injury to Lessee's business and Lessor shall have no liability therefore. Lessor may impose rules for the access to the Premises by Lessee's social or business guests as Lessor deems proper and necessary for the security of the Premises and Lessee shall not have any claim against Lessor for any damages resulting therefrom.

Lessee shall not make structural alterations or additions to the leased Premises, but may, with written consent of Lessor, make non-structural alterations. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present constructions. Lessee shall not permit any mechanics' liens or similar liens to remain on the Premises. Any alterations or improvements made by Lessee shall become the property of the Lessor at the termination of Lessee's occupancy.

Destruction

Should a substantial portion of the leased Premises be substantially damaged by fire or other casualty, the Lessor may elect to terminate this lease. When such fire or casualty renders the lease Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate the lease if the Lessor fails to restore the leased Premises to a condition substantially suitable for their intended use within ninety (90) days.

No Mortgage or Assignment

Lessee shall not assign, mortgage and/or encumber this Lease or sublet the Premises or allow the Premises to be used by anyone other than Lessee without the prior written consent of Lessor. The transfer of the majority interest in Lessee shall be deemed an assignment for purposes of this Paragraph. Should this Lease be assigned or the Premises sublet or used by anyone other than Lessee without Lessor's written consent, Lessor may collect rent from the persons or entity so occupying and using the Premises should Lessee default in the payment of Rent and Additional Rent but such collection by Lessor shall not be deemed a waiver of the provisions of this Paragraph or a consent to such assignment, sublet or use or a release of Lessee's obligations under this Lease. Any consent given by Lessor to Lessee under this Paragraph in one

instance shall not act to be a consent or waiver of Lessor's rights in another.

Access

Lessor or Lessor's agents, servants and/or employees may enter the Premises for emergency purposes at any time and at any other reasonable time if not for emergency purposes with forty-eight (48) hours notice in advance to Lessee, in order to make inspections and/or make repairs, alterations or additions as Lessor deems proper and/or necessary to the Premises and/or the grounds and lands surrounding the Premises. Lessee grants Lessor the right to use the Premises to replace and/or maintain the HVAC services and facilities. For this purpose, Lessor may bring into the Premises all necessary materials and supplies and same shall not be deemed to give Lessee any right to claim an actual or constructive eviction or any right to an abatement of Rent and Additional Rent or to a claim for damages as a result of loss of or interruption of Lessee's business. During the term of this Lease, Lessor shall have the right to enter the Premises, with forty-eight (48) hours notice in advance to Lessee, for the purpose of exhibiting same to prospective purchasers and mortgagees. Lessor shall also have the right, within the six months prior to the Termination Date, to enter the Premises for the purpose of exhibiting same to prospective Lessees. Should Lessee not be present to allow access to the Premises, Lessor may enter the Premises by using a master key or by force providing Lessor exercises reasonable care to insure Lessee's property and such entry shall not subject Lessor or its agents liable for any damages as result thereof and the obligations of Lessee under the terms, conditions and/or provisions of this Lease shall not be affected thereby. Should Lessee entirely vacate the Premises within thirty (30) days of the Termination Date, Lessor may enter the Premises and make such alterations, repairs, additions or changes without affecting Lessee's obligations under this Lease, including, but not limited to Lessee's obligation to pay Rent and Additional Rent or creating liability for Lessor to Lessee.

While on the Premises Lessor and Lessor's agents, servants and/or employees shall not view, inspect, copy or photograph any of Lessee's files, writings or other documents.

Lessor's Inability to Perform

Lessee's obligation to pay Rent and Additional Rent and/or to comply with any of the terms, provisions and/or conditions of this Lease as well as the Lease itself shall not be affected, impaired, amended or excused due to Lessor's inability to perform any of its obligations contained in this Lease, or to supply any if delayed in supplying any service or item or is unable to make, or is delayed in the making of any repair, alterations, additions, or is unable to supply or is delayed in supplying any equipment, services, fixtures or any other material to be supplied hereunder, provided that Lessor is unable to do so because of labor problems, strife or strike or any other cause whatsoever including, but not limited to war or other emergency.

Default

Lessee shall be considered in default for any of the following:

- Failure to pay rent.
- Abandonment of the lease premises.
- Use of the premises for purposes contrary to law.

Disputes

Any dispute, claim, or controversy arising from this agreement is agreed by the parties to be resolved by mediation. The cost and expenses for the mediator (or other fees) shall be equally shared by the parties.

Waiver

Waiver by Lessor of a default under this lease shall not constitute a waiver of a subsequent default of any nature.

Severability

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Governing Law

This lease shall be governed by the laws of the State of Ohio.

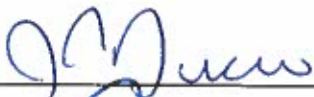
Notices

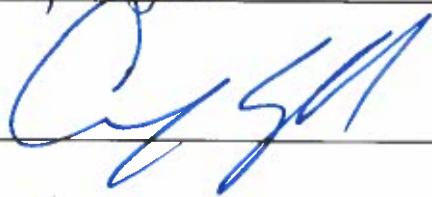
Any notice, statement or communication which Lessor is to give to Lessee, shall be deemed to be sufficiently given if it is in writing and delivered personally to

Lessee or sent by email to: Janet Discher, County Administrator, JLDischer@ashtabulacounty.us

Amendment

No amendment of this lease shall be effective unless reduced to writing and signed by both parties.





1/4/2021



Ashtabula County Commissioners



Ashtabula County Public Defender Commission
By: Christopher M. Marinko
Its: Chairman
December 28 2021