

13-481

**FIRST AMENDMENT OF  
LEASE AGREEMENT**  
between  
**SUMMIT WORKFORCE SOLUTIONS**  
as Landlord  
and  
**COUNTY OF SUMMIT, OHIO**  
for its Department of Job and Family Services,  
as Tenant

**THIS FIRST AMENDMENT**, effective October 1, 2013, is between **SUMMIT WORKFORCE SOLUTIONS**, an Ohio nonprofit corporation ("Landlord"), and **COUNTY OF SUMMIT, OHIO**, a county and political subdivision of the State of Ohio ("Tenant"), for Tenant's **DEPARTMENT OF JOB AND FAMILY SERVICES**.

The following statements are a material part of this First Amendment of Lease Agreement:

A. By Lease effective July 1, 2012, (the "Lease"), Landlord leased to Tenant the Leased Premises described in Section 1.02 of the Lease (the "Leased Premises").

B. The parties wish to amend the lease to include 2,560 square feet of additional storage space for use by Summit County Occupational Program Experience ("SCOPE") staff. Tenant agrees to lease the new space for period from October 1, 2013 through June 30, 2014 for additional rent in the amount of \$5.80 per square foot or \$285.54 per week based upon an annual rent of \$14,848.00.

C. The parties wish to further amend the lease to include additional storage space in six available bays each measuring 1,280 square feet for use by Summit County Occupational SCOPE staff. Tenant agrees to lease the new space for period from October 1, 2013 through June 30, 2014 on a "per bay per week" basis. The additional rent shall be in the amount of \$5.80 per square foot for a single storage bay consisting of 1,280 square feet or \$142.77 per week based upon an annual rent of \$7,424.00 for a single storage bay. Tenant shall have the right to request the use of one or more of the six storage bays as available during any given week. Landlord shall have the right upon notice to terminate Tenant's use of the storage space at the end of any week's use.

D. Landlord and Tenant now agree to amend the Lease to include the additional storage space for use by SCOPE staff stated in B. and C. above.

E. Tenant is authorized to enter into this First Amendment of Lease Agreement by County of Summit Board of Control Directive No. \_\_\_\_\_ and County of Summit Council Resolution No. 2013-\_\_\_\_\_.

**NOW THEREFORE**, in for good and valuable consideration, Landlord and Tenant agree that effective on October 1, 2013, the Lease is amended as follows:

1. **Additional space added to leased premises.** Landlord and Tenant agree to amend the lease to include the additional following space:

(a) Additional storage space in the amount 2,560 square feet for use by Summit County Occupational Program Experience ("SCOPE") staff. Tenant agrees to lease the additional storage space for the period from October 1, 2013 through June 30, 2014.

(b) Additional storage space in six bays each measuring 1,280 square feet for use by SCOPE staff. Tenant agrees to lease the new storage space for the period from October 1, 2013 through June 30, 2014 on a "per bay per week" basis.

Section 1.02 of the Lease, entitled, "Leased Premises," is hereby amended as follows:

Section 1.02 LEASED PREMISES. The Leased Premises shall mean an area of approximately 22,673.16 useable square feet located in the Unit, as depicted and described on EXHIBITS B1-B3, 2,560 of additional storage space and additional storage space in six available bays each measuring 1,280 square feet for use by Summit County Occupational Program Experience ("SCOPE") staff.

2. **Annual Rent.** Landlord and Tenant hereby agree that in addition to the Annual Rent under the Lease stated in Section 2 of the Lease, Tenant agrees to pay the following additional rent:

(a) For the use of storage space in the amount of 2,560 square feet for additional rent in the amount of \$5.80 per square foot or \$285.54 per week based upon an annual rent of \$14,848.00. The maximum additional rent Tenant shall be obligated to pay to Landlord for the use of the 2,560 square feet of storage space during the 40-week period of October 1, 2013 through June 30, 2014 shall be \$11,421.60.

(b) For the use of storage space in six available bays, additional rent of \$5.80 per square foot for a single storage bay consisting of 1,280 square feet or \$142.77 per week based upon an annual rent of \$7,424.00 for a single storage bay. The maximum rent Tenant shall be obligated to pay to Landlord for use of the six available bays during the 40-week period of October 1, 2013 through June 30, 2014 shall be \$32,264.80, which represents use by Tenant of all six storage bays each week at \$856.62 per week for the entire 40-week period.

3. The Lease, as modified by this document, is ratified and confirmed. Except as expressly modified by this First Amendment of Lease Agreement, all terms, conditions, and provisions of the Lease shall remain in full force and effect; provided, however, that any other provision of the Lease shall be deemed modified as necessary to give practical effect to the provisions of this First Amendment. To the extent that the terms and provisions of this First Amendment conflict with the Lease, the terms and provisions of this First Amendment shall control.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, this Lease has been executed by the duly authorized representatives of Landlord and Tenant effective October 1, 2013.

LANDLORD:

**SUMMIT WORKFORCE SOLUTIONS**

By: Maureen D. Van Duser  
Name: Maureen Van Duser  
Title: President, Summit Workforce Solutions, Inc.

STATE OF OHIO            )  
  ) SS  
COUNTY OF SUMMIT    )

**BEFORE ME**, a Notary Public in and for said county and state, personally appeared Maureen Van Duser, as President of **SUMMIT WORKFORCE SOLUTIONS, INC.**, an Ohio nonprofit corporation, who acknowledged that she did execute the foregoing instrument for and on behalf of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal as of this 22<sup>nd</sup> day of October, 2013.

EVELYN STOKES, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Nov. 30, 2014

Evelyn Stokes  
Notary Public

TENANT:

**DEPARTMENT OF JOB AND FAMILY SERVICES  
COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_  
Name: Patricia L. Divoky  
Title: Director, Department of Job and Family Services

STATE OF OHIO            )  
  ) SS:  
COUNTY OF SUMMIT    )

**BEFORE ME**, a Notary Public in and for said county and state, personally appeared Patricia L. Divoky, as Director of the Department of Job and Family Services of the **COUNTY OF SUMMIT, OHIO**, a charter county and political subdivision of the State of Ohio, who acknowledged that she did execute the foregoing instrument in here public capacity for and on behalf of said Department.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anita L. Davis  
Legal Counsel  
Department of Job and Family Services

Date: \_\_\_\_\_

TENANT:

**COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_  
Name: Russell M. Pry  
Title: Executive

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF SUMMIT    )

**BEFORE ME**, a Notary Public in and for said county and state, personally appeared Russell M. Pry, as County Executive of the **COUNTY OF SUMMIT, OHIO**, a charter county and political subdivision of the State of Ohio, who acknowledged that he did execute the foregoing instrument in his public capacity for and on behalf of said governmental subdivision.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law

Date: \_\_\_\_\_