

RESOLUTION APPROVING PROBATE COURT INVESTIGATION AGREEMENT BY AND BETWEEN AMY PIOTROWSKI AND THE ASHTABULA COUNTY PROBATE COURT

WHEREAS, Andrew Misiak, Juvenile Court Administrator, has presented an agreement for the approval of the Board, to-wit:

- Scope: Amy Piotrowski to provide Probate Court with Court Investigator Reports on requested proposed Guardianship investigations
- Parties: Amy Piotrowski, 1295 S. Broadway, Geneva, OH 44041
Ashtabula County Probate Court, 25 West Jefferson St, Jefferson, OH 44047
- Cost: \$200.00 per Investigator Report and compensation for the six-hour continuing education cost, including travel, lodging and meals.
- Term: Retroactive to July 1, 2022 through December 31, 2022, with automatic renewals, if neither party is in disagreement.

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Agreement, as noted above, be made in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, J. P. Ducro, 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. 2022-402

September 13, 2022

**RESOLUTION APPROVING PROBATE COURT INVESTIGATION AGREEMENT BY
AND BETWEEN AMY PIOTROWSKI AND ASHTABULA COUNTY, PROBATE
COURT**

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

VOTE:

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 1st day of July 2022, by and between Amy Piotrowski ("CONTRACTOR") and Ashtabula County Probate Court ("the COURT"), for professional and related services to be provided to the COURT.

I. SCOPE OF SERVICES

CONTRACTOR shall provide to the COURT services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by the COURT shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONTRACTOR to COURT pursuant to this Agreement, COURT shall pay CONTRACTOR in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

CONTRACTOR shall submit a statement to the COURT setting forth the amount due for services and itemizing amounts due for expenses as set forth in Exhibit B. The COURT shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONTRACTOR shall provide services to the COURT as an independent contractor, not as an employee of the COURT. CONTRACTOR shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for one year from the date set forth above. This Agreement may renew for a term of one additional year at the option of the COURT.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, the COURT may terminate this Agreement at any time with or without cause by giving thirty days' written notice to CONTRACTOR.

Upon termination of this Agreement, CONTRACTOR shall have no further obligation to provide services to the COURT. If the Agreement is terminated prior to completion of the

services to be provided hereunder, CONTRACTOR immediately shall cease incurring project costs and shall render a final bill for services to the COURT.

VII. WARRANTY

CONTRACTOR warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** CONTRACTOR shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

The COURT, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONTRACTOR shall 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.

(c) **Workers' Compensation.** CONTRACTOR shall maintain workers' compensation coverage as required by Ohio law.

(d) **Professional Liability.** CONTRACTOR shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONTRACTOR shall furnish the COURT with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to the COURT. CONTRACTOR will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

(a) CONTRACTOR shall indemnify and hold harmless the COURT, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONTRACTOR is determined to be legally liable resulting from negligent acts, errors, or omissions by CONTRACTOR, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of the COURT to CONTRACTOR in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONTRACTOR only for the purpose of this Agreement. Unless required by court order, law or regulation, CONTRACTOR agrees not to disclose the COURT's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. Both Parties shall comply with the requirements of HIPAA, the federal regulations governing the confidentiality of drug and alcohol records (42 CFR Part 2) and state confidentiality requirements, as applicable, when accessing, using and/or disclosing information considered to be confidential pursuant to such laws. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. DISPUTE RESOLUTION

CONTRACTOR and the COURT agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, CONTRACTOR and the COURT shall choose a mediator from the Ashtabula County Bar Association, or from a bar association located within a county adjacent to Ashtabula County. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any dispute between the parties to the extent in which the parties cannot resolve their disputes by mediation.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVI. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONTRACTOR:

Amy Piotrowski
1295 South Broadway
Genev, Ohio 44041

To the COURT:

Ashtabula County Probate Court
25 West Jefferson Street
Jefferson, Ohio 44047

cc: Ashtabula County Prosecutor's Office
25 West Jefferson Street
Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVII. SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.


ASHTABULA COUNTY PROBATE COURT:

By:  Date: 8-16-22

Its: Andrew J. Misiak, Court Administrator

AMY PIOTROWSKI

 Date: 8-25-22


J.P. Duce, President

9/13/22

Ashabula County Commissioners
25 West Jefferson Street
Jefferson, OH 44047-1092

Exhibit A

Scope of Services

It shall be the duty of the CONTRACTOR to perform the following duties:

- a) Take assignments from the COURT to investigate Guardianships as requested by the COURT and/or its staff.
- b) Interview all necessary persons, request and obtain any necessary documents, review such information and give the COURT an opinion as requested by the COURT.
- c) Complete the attached Court Investigator Report on Proposed Guardianships and submit in writing an opinion to the COURT at least five (5) business days before the hearing scheduled by the COURT.
- d) Attend an orientation course of at least six hours, and each calendar year after the calendar year of appointment of designation.

Exhibit B

Fees for Services

The CONTRACTOR shall submit all billing information and requests along with the Court Investigator Report to the COURT at least five (5) business days before the hearing scheduled by the COURT.

The COURT shall compensate CONTRACTOR in the amount of Two Hundred Dollars (\$200.00) per report delivered to the COURT. The COURT shall also compensate CONTRACTOR for the six hour continuing education cost, including travel, lodging and meals.

Signature Page

Agreement Title: Professional Services Agreement between Amy Piotrowski and the
Ashtabula County Probate Court

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: August 31, 2022

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2022, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of 2088.001.112-601 not to exceed \$ 2,360.00 and free from any previous encumbrances.

Agreement Title: Services Agreement between Ashtabula County EMA/911 and Township of Monroe



David Thomas, Ashtabula County Auditor

Date: 9/12/22