

**RESOLUTION APPROVING STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF PARKS AND WATERCRAFT; WATERCRAFT AGENT AGREEMENT AND ASHTABULA COUNTY THROUGH ITS CLERK OF COURTS**

WHEREAS, April Daniels, Ashtabula County Clerk of Courts has presented a Watercraft Agent Agreement for the approval of the Board, to-wit:

**Parties:** State of Ohio, Department of Natural Resources, Division of Parks and Watercraft  
2045 Morse Rd., Columbus, OH 43229  
Ashtabula County Clerk of Courts, 25 W. Jefferson St., Jefferson, OH 44047  
Ashtabula County, 25 W. Jefferson St., Jefferson, OH 44047

**Service:** It is the responsibility of the Division to provide for the distribution of and collection of revenues derived from watercraft registrations. Section 1546.03 of the ORC provides that the Chief of the Division may designate license agents by and with consent of the Director of the Department of Natural Resources. For the purpose of distributing registrations and collecting revenues therefrom, upon the terms and conditions of this Agreement, subject to the laws of the State of Ohio, and applicable orders, rules and regulations of the Division, the Division authorizes the Agent to issue registrations and collect fees there from.

**Cost:** No cost to the county

**Term:** Begins upon effective date of this agreement and ending December 31, 2023.

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agent Agreement is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-175**

**March 21, 2023**

**RESOLUTION APPROVING STATE OF OHIO DEPARTMENT OF NATURAL  
RESOURCES DIVISION OF PARKS AND WATERCRAFT; WATERCRAFT AGENT  
AGREEMENT AND ASHTABULA COUNTY THROUGH ITS CLERK OF COURTS**

**Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.**

**VOTE:**

|                               |            |
|-------------------------------|------------|
| <b>Casey R. Kozlowski</b>     | <b>Aye</b> |
| <b>Kathryn L. Whittington</b> | <b>Aye</b> |
| <b>J.P. Ducro IV</b>          | <b>Aye</b> |

**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.



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

**STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF PARKS AND WATERCRAFT  
WATERCRAFT AGENT AGREEMENT**

This Agreement is entered into between the State of Ohio, Department of Natural Resources, Division of Parks and Watercraft, (hereinafter referred to as Division) and **Ashtabula County Clerk of Courts Agent # [LeaveBlank]**, whose business address is **25 W. Jefferson Street Jefferson, OH 44047** (hereinafter referred to as Agent).

WHEREAS, it is the responsibility of the Division to provide for the distribution of and collection of revenues derived from watercraft registrations, (hereinafter referred to as registrations), and

WHEREAS, section 1546.03 of the Ohio Revised Code provides that the Chief of the Division may designate license agents by and with consent of the Director of the Department of Natural Resources.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, for the purpose of distributing registrations and collecting revenues there from, upon the terms and conditions of this Agreement, subject to the laws of the State of Ohio, and applicable orders, rules and regulations of the Division, the Division authorizes the Agent to issue registrations and collect fees there from.

**CONTRACT TERMS TO BE EXCLUSIVE**

I. This written Agreement contains the sole and entire Agreement between the parties for the address stated above. Each of the parties has willingly entered into this Agreement.

II. It is further agreed that no waiver or modification of this Agreement or of any of its parts shall be valid unless in writing and signed by all parties to this Agreement. The parties mentioned in this Agreement are one of the same as mentioned in the Surety Bond For the Sale of Watercraft Certificates of Registration.

**TERM OF AGENCY**

The term of this Agreement shall be for a period beginning on the Effective Date of this Agreement and ending on December 31, 2023. The Division may, with or without cause, terminate this Agreement at any time in the exercise of its sole discretion. The Effective Date of

this Agreement shall be the date on which this Agreement is signed by the Director of the Ohio Department of Natural Resources acting through his designee, the Chief of the Division.

#### **NO ASSIGNMENT OF CONTRACT**

The Agent shall not assign, delegate, or transfer this Agreement or any right, duty, or obligation of performance under this Agreement.

#### **SEVERABILITY**

All terms and conditions contained herein are severable. In the event that any of them shall be held to be invalid by any court, the remaining terms and conditions shall remain in full force and effect.

#### **ETHICS CERTIFICATION**

The Agent by signature on this Agreement, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) will take no action inconsistent with those laws. The Agent understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

#### **WORKERS' COMPENSATION CERTIFICATION**

The Agent certifies that neither it, nor its employees, are public employees of the Division under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the Agent carries Workers' Compensation coverage in the State of Ohio.

#### **OHIO ELECTIONS LAW**

The Agent affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

## **FINDINGS FOR RECOVERY**

The Agent affirmatively represents and warrants to the Division that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24. The Agent agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

## **BOYCOTTING**

Pursuant to R.C. 9.76, Agent hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.

## **INDEPENDENT CONTRACTORS**

In making and performing under this Agreement, the parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, or other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, and other laws.

## **COMPLIANCE WITH LAWS**

The Agent agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Agent and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. Agent accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Agent in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. The Division is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

### **SELF-INSURANCE**

The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with section 9.87 of the Ohio Revised Code.

### **LIABILITY**

The parties agree that Agent shall be solely responsible for any and all claims, demands, or causes of action arising from Agent's obligations under this agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that the Division does not indemnify Agent. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the Division be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

### **OBM CERTIFICATION**

In accordance with Section 126.07 of the Ohio Revised Code, obligations of the Division under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. If the Ohio General Assembly fails to continue funding for expenditures hereunder, this Agreement will terminate as of the date that the funding expires, and the state will have no further obligation to make any payments.

### **GOVERNING LAW AND VENUE**

The laws of the State of Ohio shall govern this Agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect, including, without limitation, Revised Code Section 149.43. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Ohio, and Agent hereby irrevocably consents to such jurisdiction.

### **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of each and every term of this Agreement.

## **DUTIES OF THE AGENT**

1. At a minimum, the Agent shall every two weeks complete a financial report listing the registrations sold and mail the financial report along with full payment to the Division of Parks and Watercraft, 2045 Morse Rd Bldg A, Columbus, OH 43229 unless alternative arrangements have been made in writing. In the event the Agent fails to make a timely payment and report, the Division shall certify the amount of the unpaid money to the appropriate agency for collection by the office of the Attorney General in accordance with the procedure provided by the General Assembly in the Ohio Revised Code. A late fee will be charged to the Agent equal to the amount charged the Division by the Office of the Attorney General to collect the unpaid amount from the Agent.
2. The Agent shall issue registrations to any person who meets the requirements as outlined in the Watercraft Registration Agency Guide, Agent's Minimum Duties and Responsibilities and as prescribed in section Chapters 1547 and 1548 of the Ohio Revised Code.
3. The Agent shall issue all registrations through the Division prescribed web-based registration system.
4. The Agent shall insure all documents under a surety bond. The surety bond, which is incorporated by reference as if fully set out herein, shall be issued on behalf of the Clerk of Courts in your capacity as Clerk. The Agent shall return the properly executed original copy of the signed surety bond form provided by the Division and two originals of the Agreement, one of which shall be kept by the Division and the other which will be returned to the Agent.

The surety bond will remain in effect until the Chief of the Division signs a release form provided by the surety company or by the Division. The Chief of the Division will not sign the release form until the condition(s) are met on the Agent's Minimum Duties and Responsibilities # 2.
5. The Agent's transactions shall be reported in accordance with procedures established in the Ohio Watercraft Registration Agency Guide in effect on the date of this

contract, as the Guide may be updated by the Division during the term of the Agreement. The Ohio Watercraft Registration Agency Guide current as of the date of this Agreement is attached hereto as "Exhibit A."

6. The Agent shall not accept checks made payable to the Division of Parks and Watercraft; however, it may accept checks payable to the Agent. This Agreement may be terminated by the Division, if the Agent has written a check to the Division or any other state agency and had it returned for non-sufficient funds.
7. The Agent shall at all times keep a record of all transactions available for review by an authorized state employee upon request. All records relating to transactions subject to this Agreement shall be kept and maintained for at least three (3) years from the creation of such records.
8. The Agent shall comply with the American with Disabilities Act, Title III- Public Accommodations Provision. Individuals with disabilities will have access to the Agent's facilities for registration purposes. The Agent must complete and return a Survey of Accessibility to Registration Services, which shall be provided to the Agent by the Division.
9. The Agent agrees that in the hiring of employees for the performance of work under this agreement, the Agent shall not by reason of age, race, color, religion, sex, disability, military status, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this agreement relates.

The Agent agrees that no person acting on behalf of the Agent shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of age, race, color, religion, sex, disability, military status national origin or ancestry.

The Agent agrees to comply with all pertinent provisions of section 125.111 of the Ohio Revised Code

10. The new Agent and/or any Agent representative(s) agrees to attend a training class intended to promote a more uniform understanding of proper procedures involved in issuing/reporting registrations. Retraining may be required, if the Agent and/or any Agent representative(s) does not comply with the Division's Ohio Watercraft Registration Agency Guide and any other policies established by the Division in accordance with Chapters 1546, 1547 and 1548 of the Ohio Revised Code.
11. The Agent agrees to comply with all applicable state and federal laws regarding a drug free workplace. The Agent shall make a good faith effort to ensure that all Agent employees, while performing the duties of the Agreement will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
12. It is mandatory that the Agent and/or an Agent representative(s) attend one agent seminar, conducted by the Division, per biennium. Failure to attend the Agent seminar may result in a reprimand with a possibility of being placed on probation or termination of this Agreement depending on review of Agent's previous history.

#### **DIVISION POLICIES INCORPORATED**

The Agent further agrees to abide by the Division's Ohio Watercraft Registration Agency Guide and any other policies established by the Division in accordance with Chapters 1546, 1547 and 1548 of the Ohio Revised Code.

This Agreement hereby incorporates the aforesaid guide and regulations as if fully printed in the body of the contract.

#### **GOOD FAITH PERFORMANCE**

The Agent agrees to act in good faith in the performance of all obligations under this Agreement. If the Agent (a) fails to forward reports and remittances as required by this Agreement or (b) fails to maintain in full force and effect the performance bond required by the terms in this Agreement or (c) fails to provide registration services to the public or (d) fails to observe and perform any other provision, covenant or condition of this Agreement, the Agent may be placed on a probationary period or this Agreement may be terminated at the discretion of the Chief of the Division. Probation shall be for a period not to exceed 60 continuous days. The Agent must

submit a written letter within 15 days of receiving the probation notification letter, acknowledging receipt of the Division's probation notification letter. Failure to submit this letter within the appropriate time frame may result in termination of this Agreement. Written notification of the termination from the Division will be mailed by registered or certified mail. The decision of the Chief of the Division shall be final.

Such termination does not prevent the Division from pursuing any other remedy to which the Division is entitled by law or in equity or elsewhere under this Agreement.

#### **INDEPENDENT CONTRACTOR AND OHIO RETIREMENT SYSTEM RETIRANT**

If Agent is a PERS Retirant, as defined by R.C. § 145.38, Agent shall notify the Department of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph shall be sent to the Department's Director of Human Resources by mail at 2045 Morse Rd., Building D-1, Columbus, OH 43229, by fax at 614-265-7051, or by email at [hr@dnr.state.oh.us](mailto:hr@dnr.state.oh.us). The Department shall not be responsible for any changes to Agent's retirement benefits that may result from entering into this Agreement. Agent acknowledges and agrees any of its individual employees providing personal services under this Agreement are not public employees for purposes of R.C. Chapter 145. The Department will not make contributions to the public employees' retirement system on behalf of any individuals employed by the Agent, or its sub-contractors or other agents. The Agent certifies that it is a business entity with five or more employees as defined at R.C. 145.037(A) for the purposes of the application of R.C. Chapter 145, or that it has completed the necessary forms and returned them to the Department if Agent is a employer with no more than four (4) employees.

#### **COUNTERPARTS/FACSIMILES**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

IN WITNESS WHEREOF, the parties have affixed their respective signatures.

STATE OF OHIO  
DEPARTMENT OF NATURAL  
RESOURCES:

AGENT:

April Daniels  
Print Agent Name

\_\_\_\_\_  
Glen Cobb, Chief  
Division of Parks and Watercraft

03/06/2023  
Agent Signature                      Date

\_\_\_\_\_  
Date

Ashtabula County Clerk of Courts  
DBA

Revised 10/19/20

## AGENT'S MINIMUM DUTIES AND RESPONSIBILITIES

### AGENTS SHALL:

1. Be in compliance with the Americans with Disabilities Act. Your facilities are accessible to individuals with disabilities.
2. Agree to comply with state and federal laws regarding drug-free work place.
3. Be solely responsible for the purchase and renewal of a surety bond, which insures all documents issued to them by the Division.

NOTE: No surety bond is to be canceled by the surety company on request from the agent or released by the Division until such time as the agent:


(A) Secures a new bond that has been approved by the Director of the Ohio Department of Natural Resources as indicated by the signature of the Chief of the Division of Parks & Watercraft, who is the Director's Designee.

(B) OR the agent has accounted for all documents and/or has met all financial obligations of the Division. The surety company will mail a release form for the Division of Parks & Watercraft to sign or the Division of Parks & Watercraft will provide a Surety Bond Release Form For the Sale Of Watercraft Certificates Of Registration

4. Complete and return originals of both copies of the Watercraft Agent Agreement (agent contract) and the original Watercraft Surety Bond form.
5. Each location will be assigned one Agent Number.
6. Attend or send a representative to an agent training class.
7. Have a person available during normal working hours to issue registrations.
8. Issue registrations to any person who meets the requirements as outlined in the Watercraft Registration Agency Guide (Agent Manual) and Ohio Law.
9. Report by mail or in person transactions in accordance with procedures established in the Ohio Watercraft Registration Agency Guide (Agent Manual).
10. Report all required copies of registrations sold with full payment every two weeks to the Division of Parks & Watercraft, 2045 Morse Road Bldg A-1, Columbus, OH 43229.
11. Keep records of all transactions available for review by an authorized state employee on request.
12. Notify the Division immediately if there is a termination of the agent's business or changes in business name, responsible party, location or telephone number.

Agent #

APRIL DANIELS  
Print Agent Name

  
Agent Signature

3/6/23  
Date

# SURVEY OF ACCESSIBILITY TO REGISTRATION SERVICES

## PARKING

1. Are specific places for handicapped parking clearly identified?  
Yes  No
2. Are the parking spaces wide enough to accommodate a lift?  
Yes  No
3. If there is a curb leading from the parking lot to your agency, is there a cutout to accommodate wheelchairs?  
Yes  No  N/A

## FACILITY ENTRANCE

4. Is the walk leading to your entrance level and non-slippery?  
Yes  No
5. If there are steps leading to your entrance, is there a ramp?  
Yes  No  N/A
6. Are there any handrails?  
Yes  No
7. Is the door leading into your facility wide enough to accommodate wheelchairs, walkers, etc.?  
Yes  No
8. Does your door pull open, or open automatically?  
Pulls open  Opens automatically
9. Is it necessary to twist a knob to enter your facility?  
Yes  No

## FACILITY COUNTER

10. Do you provide a section of counter 36" high, a 36" inch high table, or clipboard?  
Yes  No
11. Do you take registration service to the client?  
Yes  No
12. Is your floor slick or have carpet with high pile?  
Yes  No
13. Is the floor level?  
Yes  No

PLEASE NOTE: The above questions in no way guarantee that your facility is in compliance with the Americans with Disabilities Act. We would like to get an idea of what people with disabilities can expect when entering your agency. For additional information on compliance with ADA, please call 1-800-USA-ABLE (882-2253). Thank you for your participation in this survey.

Owner's/Partner's/Officer's of Corporation Signature



Date 3/6/23

Lisa L. Hawkins

**From:** Heather E. Graham  
**Sent:** Thursday, March 16, 2023 10:35 AM  
**To:** Lisa L. Hawkins  
**Subject:** Sent from Snipping Tool



**2023-LRI-0040 Opinion on surety bond and contract approval.**  
**Parties:** Not entered  
**Client:** Ashtabula County Clerk of Courts **Case No.** Not entered

Ashtabula County Clerk of Courts

MATTER PARTIES DRAFTS FILES CALENDAR NOTES TASKS DISCUSSION ACTIVITY

CALL + ADD CALL

APPOINTMENT + ADD APPOINTMENT

PARTY + ADD PARTY

DESCRIPTION

Hi Heather,  
I would say "YES", the coverage under CORSA for April should be sufficient. R.C. 3.061 allows the commissioners to procure coverage for employees/officers under CORSA (Employee Dishonesty/Faithful Performance Coverage) in lieu of an individual surety bond as per R.C. 3.061. The Clerk of Courts of Common Pleas would fall under an "officer" as per R.C. 2302.02, as also recorded by Resolution 2019-399: Allowing Use of an Employee Dishonesty and Faithful Performance of Duty Policy Instead of Individual Surety Bonds for Officers, Employees, and Appointees. Further, I am uploading the list of employees covered under CORSA for Dishonesty Coverage, listing April as covered until January 5, 2025.  
Please let me know if you have other questions.  
Christine

Lisa L. Hawkins

**From:** Heather E. Graham  
**Sent:** Thursday, March 16, 2023 10:35 AM  
**To:** Lisa L. Hawkins  
**Subject:** Sent from Snipping Tool

Ashtabula County Clerk of Courts

## 2023-LRI-0040 Opinion on surety bond and contract approval.

**Parties:** Not entered  
**Client:** Ashtabula County Clerk of Courts **Case No.** Not entered

**CALL** **APPOINTMENT** **PARTY**

**DESCRIPTION**

Heather,  
In addition, the Agent Watercraft agreement attached here looks fine.  
Let me know if you have further questions or if you need anything else to document coverage in place of the surety bond.  
Christine

Casey Kozlowski, President

Kathryn Whittington, Vice-President

J. P. Ducro IV, Commissioner

Date: 3-21-23