

RESOLUTION APPROVING CONTRACT WITH MEDICO SYSTEMS INC FOR PROFESSIONAL SERVICES FOR THE PY 2021 CDBG ALLOCATION PROGRAM, PLANNING AND DEVELOPMENT

WHEREAS, Jake Brand, Director of Planning and Development, has presented a contract for the approval of the Board, to-wit:

Scope: Professional Services relating to Asbestos Sampling

Provider: Medico Systems PO Box 267 Rock Creek OH 44084

Cost: Not to Exceed \$4,250.00 from PY 2021 CDBG grant

Term: retroactive to March 24, 2023 and completed no later than October 31, 2023; now

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

BE IT FURTHER RESOLVED, that the Vice-President of the Board, 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. 2023-542

October 31, 2023

**RESOLUTION APPROVING CONTRACT WITH MEDICO SYSTEMS INC FOR
PROFESSIONAL SERVICES FOR THE PY 2021 CDBG ALLOCATION PROGRAM,
PLANNING AND DEVELOPMENT**

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

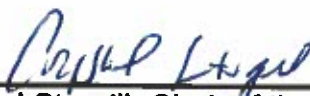
VOTE:

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

**Absent
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.



Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____ 2023, by and between the Medico Systems Inc. ("CONSULTANT") and Ashtabula County Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services set forth in the Request for Proposal deliverables attached as Exhibit A, (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Consultant Services Budget," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be from March 24, 2023 – October 31, 2023.

VI. TERMINATION OF AGREEMENT

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

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to

completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT 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.** CONSULTANT shall maintain adequate insurance coverage and minimum coverage limits for its entity as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Consultant in its reasonable discretion. Consultant's lack of insurance coverage shall not limit any liability Consultant may have under this Agreement.

IX. LIABILITY

(a) CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, 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 CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, 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 ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY'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. 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. ASSIGNMENT

Consultant shall not assign any of rights of this Agreement without the prior written consent of Ashtabula County. Subject to the foregoing, this Agreement will be binding upon the Parties' heirs, executors, successors and assigns.

XIV. DISPUTE RESOLUTION

CONSULTANT and ASHTABULA COUNTY agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, CONSULTANT and ASHTABULA COUNTY 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.

XV. OWNERSHIP OF DELIVERABLES

All Deliverables, whether complete or in progress, shall belong to Ashtabula County, and the Consultant hereby assigns such rights to Ashtabula County. Consultant agrees that Ashtabula County will own all the Deliverables and will have full rights to use the Deliverables without a claim on the part of the Consultant for additional compensation and without challenge, opposition, or interference by Consultant. No cases of housing discrimination shall come of these Deliverables and the information obtained therein. Consultant shall therein submit a Final Cumulative Report pursuant to the proposal.

XVI. 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.

XVII. 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.

XVIII. 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 CONSULTANT: Medico Systems Inc.
 PO Box 267
 Rock Creek, OH 44084
 Darrin Demshar, President

To ASHTABULA COUNTY:

Ashtabula County Commissioners
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.

XVIII. 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 COMMISSIONERS:

By:  Date: 10-31-23

Its: President of the Board

MEDICO SYSTEMS INC.


By: Darrin Demsnar, President Date: 10/23/23

From: Dawn N. Gates
Bcc: "darrind@windstream.net"; "jsabler@hzwenv.com"; "info@eagroupohio.com"
Subject: Asbestos Survey Proposals
Date: Monday, February 13, 2023 1:58:00 PM

The Ashtabula County Planning and Development office is requesting residential asbestos survey proposals based on the following residential locations:

- **87 N. Maple Street Orwell OH 44076**
- **206 Depot Street Geneva OH 44041**
- **518 Dodgeville Rd Rome OH 44085**
- **965 Brownville Rd Rome OH 44085**

Prepare a report for each site and the report shall contain the following information:

- 1) Date of Inspection
- 2) Address of the Site
- 3) Name, address and phone number of the site owner, client or customer
- 4) Name, signature and asbestos hazard evaluation specialist number of the person writing the report
- 5) A blueprint, diagram, or written description that identifies:
 - i) Each location, type of material, and approximate square or linear footage of homogeneous areas where material was confirmed to be asbestos containing material;
 - ii) Type of material and approximate square footage of homogeneous areas where surfacing material was sampled for asbestos containing material (ACM)
 - iii) The exact location where each bulk sample was collected
 - iv) Date of collection
 - v) Homogeneous areas and footages where friable suspected asbestos containing materials is assumed to be asbestos containing materials; and
 - vi) Homogeneous areas and footages where nonfriable suspected asbestos containing materials is assumed to be asbestos containing materials.
- 6) A description of the manner used to determine sampling locations, and the name, signature and asbestos hazard evaluation specialist number of each person collecting samples; and
- 7) A copy of the bulk sample analysis report, the name and address of any laboratory that analyzed the bulk samples, the date of analysis, and the name and signature of the person performing the analysis.

Please provide your proposal by **Friday, February 17, 2023**. Proposals can be emailed to dngates@ashtabulacounty.us.

Thank You!

Dawn Gates, Grant Specialist

Ashtabula County Planning & Development
25 West Jefferson Street
Jefferson, OH 44047

Phone: 440-576-1530

Fax: 440-576-2758

www.ashtabulacounty.us

MEDICO SYSTEMS INC.

P.O. BOX 267 - ROCK CREEK, OHIO 44084

PHONE: (440) 897-8087

MEDICOSYSTEMS@WINDSTREAM.NET

February 17, 2023

Ms. Dawn Gates
ASHTABULA COUNTY PLANNING & DEVELOPMENT
25 West Jefferson Street
Jefferson, Ohio 44047

Re: Asbestos Bulk Sampling

Dear Ms. Gates,

I propose to have Medico Systems Inc. conduct asbestos inspections, located at the former residential structures at 87 North Maple, 206 Depot, 518 Dodgeville and 965 Brownville, for a fee not to exceed \$850.00 per structure. This proposal does not include any point count analysis (if needed).

If this proposal is acceptable, please fax a signed copy to our office, at (440) 563-5672, with any purchase order or additional paperwork that you deem necessary. Feel free to contact me at (440) 897-8087 if you have any questions regarding this proposal.

Respectfully Submitted,



Darrin Demshar
President

Signature of Acceptance:

By: _____

Title: _____

Date: _____