

RESOLUTION APPROVING A SERVICE AGREEMENT WITH KA COURT CONSULTANT LLC AND ASHTABULA COUNTY FOR CONSULTANT SERVICES

WHEREAS, April Daniels, Clerk of Courts, has presented a Service Agreement for the approval of the Board, to-wit:

Scope: Consulting services for Clerk of Courts.

Provider: KA Court Consultant LLC, by Karen Infante Allen, 994 Park Place, Niles, OH 44446

Cost: **Not to Exceed:** \$45,000.00 (\$50 per hour)

Term: upon exhaustion of the \$45,000- or 30-day termination notice

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-384

September 09, 2025

**RESOLUTION APPROVING A SERVICE AGREEMENT WITH KA COURT
CONSULTANT LLC AND ASHTABULA COUNTY FOR CONSULTANT SERVICES**

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.



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

SERVICES AGREEMENT

This Services Agreement is entered into this 2nd day of September, 2025 between The Board of Ashtabula County Commissioners (hereinafter "The Board"), and KA COURT CONSULTANT LLC (hereinafter "KA"), by Karen Infante Allen, Manager.

Recitals

WHEREAS, The Board of Ashtabula County Commissioners wishes to retain the services of KA COURT CONSULTANT LLC through Karen Infante Allen, Member/Manager to provide consulting and other services to the Clerk of Courts for the foreseeable future;

WHEREAS, Karen Infante Allen, as Manager of KA COURT CONSULTANT LLC has particularized knowledge in operating and managing the entity known as The Clerk of Courts in any county, municipality, and jurisdiction within the State of Ohio and whose knowledge and expertise is valuable to The Ashtabula County Commissioners;

THEREFORE, the entities hereto wish to reduce and memorialize their agreement in writing subject to the following terms and conditions contained herein.

Terms and Conditions

"The Board" shall pay to "KA" an amount of Fifty and no/100 (\$50.00) Dollars per hour of consulting services provided to any Ashtabula County entity for the duration of this agreement.

The amount of compensation and reimbursement of mileage and travel expenses paid to "KA" shall not exceed Forty-Five Thousand and no/100 (\$45,000.00).

"The Board" shall reimburse "KA" for any travel expenses and mileage incurred incidentally or in connection to the consulting services provided to Ashtabula County, which shall be calculated in conjunction with the hourly rate as compensation for the above referenced amount.

"KA" shall submit time sheets and travel costs to Ashtabula County on a monthly basis and be compensated according to the same. This agreement is made to provide flexibility to the parties. Therefore, time sheets are prepared and provided exclusively and at the convenience of "KA" and there is to be no set schedule for which services are to be provided or expected on demand.

As "The Board" cannot indemnify any entity in this state pursuant to applicable law, "The Board" agrees to add "KA Court Consultant LLC" as an additional insured on its policy to protect from any claims brought by a third party against "KA".

This agreement may be terminated at any time by "KA" by providing a thirty (30) day notice of termination to "The Board".

This agreement shall remain in full effect unless one of the following two events occurs: (1) the exhaustion of the entire Forty-Five Thousand and no/100 (\$45,000.00) Dollars paid by the "The Board" to "KA" for consulting services and reimbursement of travel expenses, or (2) "KA" exercises the right to terminate the agreement upon issuing a thirty (30) day notice to "The Board".

This agreement represents the entire understanding between the entities known as The Board of Ashtabula County Commissioners and KA Court Consultant LLC with respect to the services being provided and shall supersede all previous and contemporaneous oral or written communications, representations, negotiations, understandings (whether express or implied) relating to this subject matter. Any of the previous, if not contained expressly written within this agreement shall be null and void and of no further effect.

This agreement may only be modified with the express written consent of all the parties hereto.

The parties hereby execute this Services Agreement on this 2nd day of September, 2025 and such execution their own knowing, intelligent, and voluntary decision, free of duress and of their own free will.

Board of Ashtabula County Commissioners:

KA Court Consultant LLC:

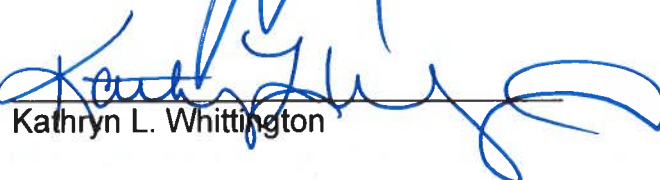


J.P. Duro IV, President

Karen Infante Allen, Manager



Casey R. Kozlowski, Vice President



Kathryn L. Whittington

This document prepared by:
Michael J. Fredericka Esq.
Neuman and Fredericka Law Office LLC
761 N. Cedar Ave. Suite 1
Niles, Ohio 44446


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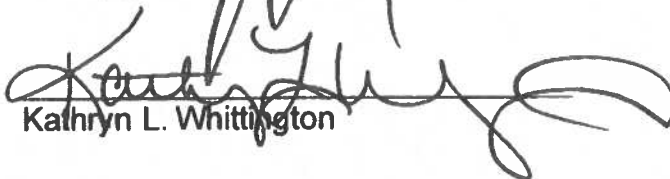
Board of Ashtabula County Commissioners:



J.P. Duro, V, President
Duro

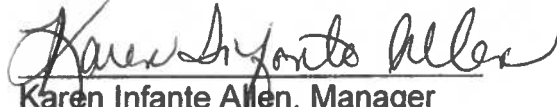


Casey R. Kozlowski, Vice President



Kathryn L. Whittington

KA Court Consultant LLC:



Karen Infante Allen, Manager

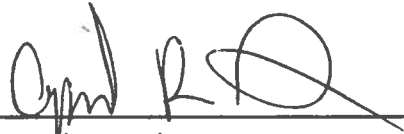
This document prepared by:
Michael J. Fredericka Esq.
Neuman and Fredericka Law Office LLC
761 N. Cedar Ave. Suite 1
Niles, Ohio 44446

Signature Page

AGREEMENT TITLE: Services Agreement

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

9/8/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor

ES