

RESOLUTION AUTHORIZING AGREEMENT BETWEEN CITY OF ASHTABULA AND ASHTABULA COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE LAWN MOWING SERVICES AT 4717 MAIN AVENUE, ASHTABULA, OH 44004

WHEREAS, Janet Discher, County Administrator, has presented an agreement for the approval of the Board, to-wit:

Parties: City of Ashtabula, 4250 Lake Avenue, Ashtabula, OH 44004
Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Purpose: To provide lawn mowing services at/on County-owned property at 4717 Main Ave., Ashtabula, Ohio.

Cost: \$120/mow, **Not to exceed** \$4,080.00

Term: Upon signing to December 31, 2026

WHEREAS, the Agreement has been reviewed and it is found that such an agreement would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Agreement between the City of Ashtabula and the Ashtabula County Board of County Commissioners be made in accordance with a copy of said agreement on file in this office.

BE IT FURTHER RESOLVED that the 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. 2026-215

May 05, 2026

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN CITY OF ASHTABULA AND
ASHTABULA COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE
LAWN MOWING SERVICES AT 4717 MAIN AVENUE, ASHTABULA, OH 44004**

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

VOTE:

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

Aye
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

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

CONTRACT FOR SERVICES
Between
City of Ashtabula
and
Ashtabula County Board of County Commissioners

This is an agreement between City of Ashtabula [hereinafter called "City"] and Ashtabula County Board of County Commissioners [hereinafter called "County"] for lawn mowing services at/on County-owned property at 4717 Main Ave, Ashtabula, Ohio.

City responsibilities:

- Provide weekly lawn mowing (weather dependent) for the property known as 4717 Main Avenue, Ashtabula, OH 44004.

County responsibilities:

- Edging, weeding and trash/debris pickup.
- Ensuring access to the property and removing any obstacles to mowing service.
- Clearly marking any areas, plants, or structures that require special attention or should be avoided.
- Promptly communicating any concerns or special instructions to City.

Term:

The term of this agreement shall be in full force and effect upon signature by legal counsel and authorized officials for both parties. This agreement shall expire on December 31, 2026.

Payment terms:

In consideration of the service provided by City, County will compensate City at the rate of \$120/per mow. City will invoice on or about July 1, September 1, and November 1. Payment shall be due 30 days from date of invoice. The maximum obligation under the contract shall not exceed \$4,080.00.

If there is a significant increase in cost of services necessary to perform obligations under this Agreement, the Party incurring the increased costs may request an adjustment to the terms to account for the higher costs. The requesting party shall allow ten (10) days for negotiation before requesting termination.

Independent contractor & Liability:

For purposes of this agreement, City is an independent contractor and is responsible for their own insurance, tools, and equipment. City shall not be liable for any damage to the property not caused by negligence or willful misconduct of City or its employees. City shall not be liable for any pre-existing conditions on the property or damage caused by acts of nature. The total liability of the City for any claim arising out of or relating to this agreement shall not exceed the total amount paid by the County to the City under this agreement.

Amendment:

This agreement may be modified by either party if mutually agreed upon in writing [electronic communication is acceptable for this purpose].

Termination:

Either party may terminate this agreement by giving the other party thirty (30) days written notice. This agreement may be terminated immediately by mutual written agreement of the Parties.

Assignment:

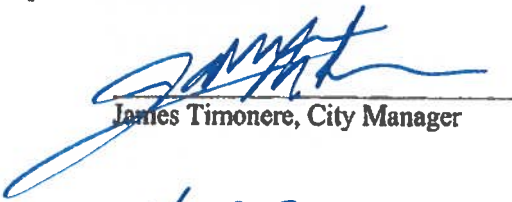
No party may assign any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the other party.

Governing law:

This contract shall be construed, interpreted and governed in accordance with the laws of the State of Ohio. Should an appropriate court hold any provision of this contract as invalid, illegal, or unenforceable, it shall not affect any of the remaining provisions whatsoever.

Entire agreement:

This agreement constitutes the sole and entire agreement between the parties in regard to the subject matter and the parties waive the right to rely on any alleged expressed or implied provision not contained therein.


James Timonere, City Manager

4-27-2026
Date


Casey Kozlowski, President
Ashtabula County Board of Commissioners

5-5-20
Date

CITY SOLICITOR APPROVAL

Approved as to legal form and correctness in accordance with Section 32 of the Charter of the City of Ashtabula, Ohio.


Cecilia Cooper, Ashtabula City Solicitor

Date: 4-27-26

COUNTY PROSECUTOR APPROVAL

Approved as to legal form and correctness.


April Grabman, Ashtabula County Prosecutor

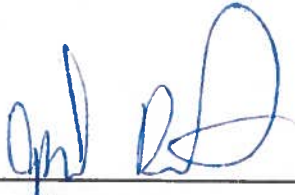
Date: 4-23-26

Signature Page

AGREEMENT TITLE: CONTRACT FOR SERVICES Between City of Ashtabula and Ashtabula County Board of County Commissioners

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

4/27/26

Reviewed by Earl F. Stoll, Assistant Prosecutor

ES

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 during the year 2026 under this Agreement, \$4,800, 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: **1001.011.100-601** and is free from encumbrances.

Agreement Title: Mowing Contract between Ashtabula City and Ashtabula County for Juvenile Court located at 4717 Main Avenue, Ashtabula, Ohio.

A handwritten signature in black ink, appearing to be 'S. Yamamoto', followed by a horizontal line extending to the right.

Scott Yamamoto
Ashtabula County Auditor

Date: 4/29/2026