**RESOLUTION RECEIVING, AWARDING AND APPROVING CONTRACT WITH NESBITT & HALL FUNERAL DIRECTORS, INC. FOR TRANSPORTATION SERVICES, CORONER'S OFFICE**

WHEREAS, on November 29, 2026 by Resolution Number 2026-367, proposals were ordered and on October 8, 2026 at 3:00 p.m. one bid was received by Nesbitt & Hall Funeral Directors, Inc.; and

WHEREAS, Dr. Catherine Bishop, Ashtabula County Coroner, has presented a Contract for the approval of the Board, to-wit:

**Provider:** Nesbitt & Hall Funeral Directors, Inc., 352 Liberty St., Conneaut, OH 44030

**Scope**: Transportation services for deceased persons from locations in Ashtabula County to the Cuyahoga County Morgue, the Ashtabula County Medical Center Morgue, or any morgue operated by the Ashtabula County Coroner's Office within Ashtabula County at direction of the Coroner.

**Cost:**

| | |
|---|---|
| FIRST YEAR | $4,333 per month, Not to exceed total of $51,996.00 |
| SECOND YEAR | $4,420 per month, Not to exceed total of $53,040.00 |
| THIRD YEAR | $4,508 per month, Not to exceed total of $54,096.00 |

**Term:** **3 years beginning J**anuary 1, 2027 and terminates December 31, 2029; and

WHEREAS, this Board of Commissioners concurs with the recommendation of the Ashtabula County Coroner to award the proposal to Nesbitt & Hall Funeral Directors, Inc. and finds this contract to be reasonable and necessary; now

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

**ASHTABULA COUNTY COMMISSIONERS**

**CERTIFICATION PAGE**

**Resolution No. 2026-466** **November 03, 2026**

**RESOLUTION RECEIVING, AWARDING AND APPROVING CONTRACT WITH NESBITT & HALL FUNERAL DIRECTORS, INC. FOR TRANSPORTATION SERVICES, CORONER'S OFFICE**

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

**VOTE:**

| | |
|---|---|
| **Casey R. Kozlowski** | **Aye** |
| **Kathryn L. Whittington** | **Aye** |
| **J.P. Ducro IV** | **Abstain** |

**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

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

| Coroner Transportation Bid 10/8/2026 at 3:00 p.m. | | | | |
|---|---|---|---|---|
| | | Year 1 | Year 2 | Year 3 |
| Nesbitt Transportation | | $4,333.00 | $4,420.00 | $4,508.00 |
| 351 Main St. | | | | |
| Conneaut, OH 44030 | | | | |
| | | | | |
| | | | | |
| In attendance: | | | | |
| | | | | |
| Amber Stewart | | | | |
| Catherine Bishop | | | | |
| Lisa Hawkins | | | | |

FORM 1
CHECKLIST OF FORMS TO BE SUBMITTED

The following table sets forth the specific items to be addressed in your proposal. Respondents must return this page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

| | Completed |
|---|---|
| A. CHECKLIST OF FORMS TO BE SUBMITTED: Form 1 provided. Submit this page. | 12 |
| B. COVER SHEET: Form 2 provided. Submit one original and two copies of the proposal. The signature on the Cover Sheet shall be that of a person authorized to represent and bind the offeror. | 13 |
| C. PROPOSED FEE STRUCTURE: Form 3 provided. | 14 |
| D. OFFEROR BACKGROUND AND QUALIFICATIONS: Form 4 provided. | 15 |
| E. LIST OF VEHICLES THAT WILL BE USED FOR THE COUNTY'S PROJECT: Form 5 provided | 16 |
| F. ADDITIONAL INFORMATION OR RESOURCES: Form 6 provided (this form must be signed and dated). | 17 |
| G. REPRESENTATIONS, ASSURANCES AND CERTIFICATIONS: Form 7 provided | 18 |

# COVER SHEET

FORM 2

## REQUEST FOR PROPOSAL

| | |
|---|---|
| ASHTABULA COUNTY, OHIO<br>ASHTABULA COUNTY BOARD OF COMMISSIONERS<br>OLD COURTHOUSE, 2ND FLOOR<br>25 WEST JEFFERSON STREET<br>JEFFERSON, OHIO 44047 | RFP NO. 1<br><br>Date:<br>**Questions should be directed to:**<br>Amber Stewart<br>25 West Jefferson Street<br>Jefferson, Ohio 44047-1092<br>coroner@ashtabulacounty.us |
| **Return proposals no later than:**<br><br>**Opening Date:** October 8, 2023<br><br>**Opening Time:** 3:00 p.m., EST | **Submit to:** Ashtabula County Board of Commissioners<br>Attn: Lisa Hawkins, Clerk of the Board<br>Old Courthouse, 2nd Floor<br>25 West Jefferson Street<br>Jefferson, OH 44047-1092 |

---

## Ashtabula County Coroner's Transportation Services

***Questions:*** Written questions must be received by 4:00p.m. on October 1, 2026. Responses to the questions will be made available upon request.

To respond to this Request for Proposal ("**RFP**") this Cover Sheet and all appropriate forms must be completed and submitted. One original proposal, marked as such and two copies shall be submitted in response to this RFP.

| **MUST BE SIGNED TO BE VALID** | |
|---|---|
| Company: Nesbitt & Hall Funeral Directors, Inc. | DATE: 9/23/2026 |
| MAILING ADDRESS: 351 Main Street | PHONE: 440-228-0012 |
| CITY: Conneaut, Ohio 44030 | E-MAIL: director@thompsonsmithnesbitt.com |
| SSN OR FEDERAL TAX NO.: 20-1864724 | TITLE OF AUTHORIZED REPRESENTATIVE: President |
| AUTHORIZED SIGNATURE: [signature] | PRINTED NAME: Eric A. Nesbitt<br>DATE: 10/6/2026 |

FORM 3

## PROPOSED FEE STRUCTURE

**Providers** must fill out this itemized QUOTE COST FORM based on the specifications contained in this proposal. All comments or responses must be detailed separately with both Options priced.

**1): Flat Monthly Fee** $ 4,333.00 **Annual Amount:** 51,996.00

**Alternate:**

**Year Two** $ 4,420.00

**Year Three** $ 4,508.00

**Above price shall include cost associated with body bags.**

**Vendor:** Nesbitt & Hall Funeral Directors, Inc.

Address: 351 Main Street, Conneaut, Ohio 44030

Telephone: 440-228-0012 Date: 10/6/25

Signature:

Name/Title: Eric A. Nesbitt, President

# OFFEROR BACKGROUND AND QUALIFICATIONS

Offerors shall provide responses to the following items, and attach to this form any pertinent documentation (use separate sheets as needed).

- Brief history of the Offeror, including the number of years in business and the ownership structure of the Company.

  Our firm has been providing PRN/pro re nata trade services to area funeral homes since 2004. We provide decedent transportation, embalming, and funeral directing to funeral homes on an as-needed basis. Our firm is wholly owned and operated by Eric and Stephanie Nesbitt.

- Chronology of the company's growth and number of full-time employees.

  Our company was founded in 2004, with two full-time employees. In 2012 we purchased the Thompson-Smith Funeral Home. We continue to have two full-time employees and have approximately 10 part-time employees that assist on an as-needed basis.

- Names and addresses of vendors that are currently using the services by the Offeror.

  C. A. Walker Funeral Home, 828 Sherman St., Geneva, Ohio
  Paine Funeral Home, 140 E. Main St., Orwell, Ohio
  Behm Funeral Home, 26 River St., Madison, Ohio

- Brief statement of the Offeror's background demonstrating financial stability.

  Both officers of the company have excellent credit ratings and no bankruptcies in their past. Our company operates with minimal debt and any liabilities are current.

- Describe any workforce reduction during the past 5 years, any pending litigation and any liens or claims filed against the Offeror.

  Our company has not had a workforce reduction in the past 5 years. There is no pending litigation, liens or claims filed against our firm.

FORM 5

## Vehicle List

List vehicle information that shall be used for transportation services. Vehicles must be equipped a minimum of two gurneys and include proper equipment necessary for transportation of bodies.

| Vehicle Information, make, model, etc. | Equipment included | |
|---|---|---|
| 1) 2013 Town and Country | 2 gurneys, reeves, respirators, and additional equipment and supplies needed for transferring decedents. | |
| 2) 2014 Town and Country | 2 gurneys, reeves, respirators, and additional equipment and supplies needed for transferring decedents. | |
| 3) 2025 AWD Toyota Sienna | 2 gurneys, reeves, and additional equipment and supplies needed for transferring decedents. | |
| 4) | | |
| 5) | | |
| 6) | | |
| 7) | | |
| 8) | | |
| 9) | | |
| 10) | | |

FORM 6

ADDITIONAL INFORMATION OR RESOURCES

# VENDOR AFFIDAVIT FORM

**PROJECT NAME: ASHTABULA COUNTY CORONER TRANSPORTATION PROPOSAL**

**NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:**

The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:**

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

**NON-COLLUSION:**

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

Nesbitt & Hall Funeral Directors, Inc.
Company Name

20-1864724
Company Tax I.D. Number

Eric A. Nesbitt, President
Print Name & Title

Bidder/Vendor Signature

DANIELLE RANKINEN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
March 14, 2031

Sworn to before me and subscribed in my presence this 6th day of October, 2026.

Notary Public Signature

March 14, 2031
Date Commission Expires

FORM 7

## REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: Nesbitt & Hall Funeral Directors, Inc.

2. Company Address: 351 Main Street, Conneaut, Ohio 44030

3. Telephone Number: 440-228-0012 FAX: 440-599-8449

4. The name and telephone number of the person(s) who has the authority to submit Proposal:
Eric A. Nesbitt, 440-228-0012 and/or Stephanie M. Hall-Nesbitt, 440-812-5787

5. The name and telephone number of the person(s) who has the authority to sign contracts:
Eric A. Nesbitt, 440-228-0012 and/or Stephanie M. Hall-Nesbitt, 440-812-5787

6. The legal status of the Offeror's organization Incorporated

7. Date of establishment/ incorporation: 2004

8. Federal Employer Identification Number (FEIN): 20-1864724

9. Is the Offeror co-owned or controlled by a parent company? ___Yes X No

If yes, name of parent company: _____

10. Is the Offeror authorized/ licensed to do business in the state of Ohio? X Yes ___No

11. Is the Offeror bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? ___Yes X No

If yes, has the company filed all required EEO reports to the necessary agencies? ___Yes ___No

12. The Offeror certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. X Yes ___No

13. Does the company have current or future plans for a buyout or sale? ___Yes X No

14. The Offeror certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this RFP. X Yes ___No

15. The Offeror certifies it is a drug-free work place? X Yes ___No

16. The Offeror certifies it is not delinquent on any Federal debt? X Yes ___No

COPY

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C061

# COVER SHEET

## REQUEST FOR PROPOSAL

FORM 2

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**Vendor:** Nesbitt & Hall Funeral Directors, Inc.

Address: 351 Main Street, Conneaut, Ohio 44030

Telephone: 440-228-0012 Date: 10/6/25

Signature:

Name/Title: Eric A. Nesbitt, President

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ADDITIONAL INFORMATION OR RESOURCES

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**PROJECT NAME: ASHTABULA COUNTY CORONER TRANSPORTATION PROPOSAL**

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**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:**

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

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Nesbitt & Hall Funeral Directors, Inc.
Company Name

20-1864724
Company Tax I.D. Number

Eric A. Nesbitt, President
Print Name & Title

Bidder/Vendor Signature

DANIELLE RANKINEN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
March 14, 2031

Sworn to before me and subscribed in my presence this 6th day of October, 2026.

Notary Public Signature

March 14, 2031
Date Commission Expires

FORM 7

## REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: Nesbitt & Hall Funeral Directors, Inc.

2. Company Address: 351 Main Street, Conneaut, Ohio 44030

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Eric A. Nesbitt, 440-228-0012 and/or Stephanie M. Hall-Nesbitt, 440-812-5787

6. The legal status of the Offeror's organization Incorporated

7. Date of establishment/ incorporation: 2004

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   If yes, name of parent company: _____

10. Is the Offeror authorized/ licensed to do business in the state of Ohio? X Yes ___ No

11. Is the Offeror bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? ___ Yes X No

    If yes, has the company filed all required EEO reports to the necessary agencies? ___ Yes ___ No

12. The Offeror certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. X Yes ___ No

13. Does the company have current or future plans for a buyout or sale? ___ Yes X No

14. The Offeror certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this RFP. X Yes ___ No

15. The Offeror certifies it is a drug-free work place? X Yes ___ No

16. The Offeror certifies it is not delinquent on any Federal debt? X Yes ___ No

# Coroner's Office
# County of Ashtabula

25 W. Jefferson Street
Jefferson, Ohio 44047
Office: 440- 576-3550
Fax: 440- 576-1520
coinvestigation@ashtabulacounty.us

Catherine A. Bishop, D.O., Coroner

Ocober 8, 2026

To Whom It May Concern,

The Ashtabula County Coroner's Office placed an RFP for the bid of Transportation for the Coroner's office, receiving one bid.

At this time, the Coroner's Office recommends to move forward with a three year contract awarded to Nesbitt & Hall Funeral Directors, Inc., and a contract be completed.

Should additional information be needed, please feel free to contact the coroner's office at 440-576-3550.

Amber Stewart
Chief Investigator/ Administrator
Ashtabula County Coroner's Office

# SERVICE AGREEMENT

This AGREEMENT, to begin on the 1st day of January, 2027 (the Effective Date") between Nesbitt & Hall Funeral Directors, Inc. (the "Vendor.,), with offices at 351 Main Street, Conneaut, Ohio 44030, and Ashtabula County Board of Commissioners, *25* West Jefferson Street Jefferson, Ohio 44047 (the "Coroner") for transportation service.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

## ARTICLE I
## THE SERVICES

The Vendor shall furnish all the products, equipment, and associated parts, labor, and services (collectively called the "Services") as set forth in Exhibit A. In the event of inconsistencies within or between this Agreement and the Exhibits, the Vendor shall provide the better quality or greater quantity of Services and shall comply with the more-strict requirement.

## ARTICLE II
## COMPENSATION AND PAYMENT

2.I The Vendor's total compensation for the Services shall be as follows:

First year $4,333 per month, total $51,996
Second Year $4,420 per month, total $53,040
Third Year$4,508 per month, total $54,096

2.2 Vendor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Vendor is responsible for paying federal, state, and local taxes. Vendor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Vendors shall be required to agree to withhold any such income taxes due for Services performed under this Contract.

2.3 The Vendor shall submit invoice(s) to the Coroner for the Services. The Coroner shall pay the Vendor for the Services as set forth in Exhibit B within fourteen (I 4) days of receipt of a full and accurate invoice. The invoice(s) shall be supported by documentation substantiating the Vendor's right to payment. The Vendor shall supply such additional documentation as the Coroner may request in connection with each payment to the Vendor. The Vendor shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).

2.4 The Coroner reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice. in whole or in

part, to such extent as may be necessary in the Coroner's opinion to protect the Coroner from loss because of:

(a) Defective Services not remedied;

(b) Damage caused by the Vendor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

2.5 The making of final payment by the Coroner shall constitute a waiver of all Claims by the Coroner except those arising after termination of this Agreement and the following:

(a) Defective or nonconforming Services resulting from latent defects, fraud or gross mistakes;

(b) Outstanding liens;

(c) Failure of the Vendor to comply with any Warranties or Guarantees required by this Agreement.

The acceptance of final payment by the Vendor shall constitute a waiver of all Claims against the Coroner except those that the Vendor has previously made in writing in accordance with Article VIII and which remain unresolved at the time of final payment This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

## ARTICLE III
## SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to deliver the Services within the time limit specified herein.

In the event that the Services are not completed within the time limit aforesaid, the Vendor shall reimburse the Coroner an amount equal to the Coroner's costs for and expenses of replacement Services provided by or for the Coroner after the expiration of the aforesaid time limit, and until completion and acceptance of the Services. Such amounts shall be deducted from the partial or final payments to be allowed the Vendor.

The Coroner may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the Coroner of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

## ARTICLE
## CHANGES

The Coroner, without invalidating the Agreement, may order changes in the Services consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article ill. To the extent the time of performance or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Vendor shall not proceed with any change in the Services without the required written authorization. If the Vendor believes that any item is not required by Exhibit A, the Vendor shall obtain a Change Order before proceeding with such item. Except as provided in Article VI, failure to obtain such a Change Order shall constitute a waiver by the Vendor of any Claim for additional compensation for such item.

## ARTICLE V
## WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Bid or applicable as a matter of law and not in limitation of the terms of the Bid, the Vendor warrants and guarantees that

- The Coroner will have good title to the Services and alt materials and equipment incorporated into the Services will be new;

- The Services and all materials and equipment incorporated into the Services will be free from all defects, including any defects in workmanship or materials;

- The Services and all equipment incorporated into the Services will be fit for the purpose for which intended;

- The Services and all materials and equipment incorporated into the Services will be merchantable; and,

- The Services and all materials and equipment incorporated into the Services will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees, the Vendor, in addition to any other requirements set forth herein, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Coroner and, except when an extension of time is granted in writing by the Coroner, correct such breach and damage to the satisfaction of the Coroner within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48 hour period shall be extended to seven (7) days. If the Vendor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Coroner, upon written notice to the Vendor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Vendor upon written notice from the Coroner shall pay the Coroner, within ten (10) days after the date of such notice, all of the Coroner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Coroners administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Vendor shall survive the final payment and/or termination of this Agreement. If the Vendor fails to pay the Coroner any amounts due under this Section, the Vendor shall pay the Coroner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

## ARTICLE VI
## INSURANCE AND INDEMNIFICATION

6.1 The Vendor shall maintain insurance as set forth below:

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

Vendor and its employees shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** Coroner shall maintain automobile liability insurance with a limit of not less th.an $1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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

Prior to the commencement of any work under this Agreement, Coroner shall furnish the Vendor 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 Vendor. Coroner will replace certificates for any insurance expiring prior to completion of work under this Agreement

6.2 To the maximum extent permitted by law, the Vendor shall indemnify and hold harmless the Coroner and the Coroner's consultants, **agents,** and employees from and against all claims,

damages, losses, and expenses-whether proven or not-including but not limited to attorneys' and consultants' fees-whether made by Coroner or a third-party-arising out of or related to the Vendor's performance of the Services including but not limited to the failure of the Vendor to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Services itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Vendor to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Coroner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Vendor under this Agreement.

6.3 The Coroner's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees. council members, or agents of the Coroner be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Coroner without a new Auditor's certificate.

## ARTICLE VII
## TERMINATION

7.1 The Coroner may, in its discretion and without cause. by written notice to the Vendor terminate this Agreement by providing 60 days' notice.

If this Agreement is terminated without cause and for the Coroner's convenience and there exists no event of the Vendor's default, as defined in this Agreemen4 the Coroner will pay the Vendor for Services performed under this Agreement up to the date the notice of termination is received by the Vendor at the rates for Services performed under this Agreement.

If this Agreement is terminated without cause for the Coroner's convenience and there exists an event of the Vendor's default as defined in this Agreement, the Vendor shall be entitled to receive only such sum as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

7.2 If the Coroner determines that the Vendor has failed to prosecute the Services with the necessary force or in a timely manner. or has refused to remedy any Defective Services, the Coroner's Representative shall notify the Vendor of such failure or refusal. The Vendor shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

If the Vendor fails to cure such failure or refusal within thirty (30) days of receipt of the notice, the Coroner may terminate the Contract and supply the materials or such part of either as is appropriate, and may remove Defective Services.

If the Vendor is so terminated. the Vendor shall not be entitled to any further payment. If the

Coroner completes the Services and if the cost of completing the Services exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the Coroner, or the Coroner as a result of the termination, such excess shall be paid by the Vendor.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 7.2.

7.3 If the Coroner fails to perform any of the requirements of this Agreement or is in violation of a specific provision of this Agreement, then the Vendor may suspend or terminate this Agreement if the Coroner fails to cure such non--performance or violation within sixty (60) days following delivery of written notice of such breach.

## ARTICLE VIII
## DISPUTE RESOLUTION

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Vendor and Coroner within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Vendor and Coroner shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

8.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

8.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

## ARTICLE.IX
## MISCELLANEOUS

9.1 No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case

of the Coroner shall require the signature of the Coroner acting under the authority of a specific resolution of the Coroner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Paragraph.

9.2 The Vendor may not assign this Agreement without the written consent of the Coroner, which the Coroner may withhold in its sole discretion.

9.3 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Coroner, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

9.4 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Coroner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Service Director," and, in the case of the Vendor, addressed to its address/FAX number set forth at the beginning of this Agreement Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or; in the case of a notice given by facsimile transmission, upon the expiration of twenty four (24) hours after the transmission is sent.

9.5 The parties acknowledge that each party has reviewed this Agreement and has voluntarily entered into this Agreement Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to it or them.

9.6 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, not withstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

9.7 The Vendor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Services.

9.8 Vendor agrees that, in the hiring of employees for the performance of Services under the Contract or any subcontract, no Vendor, subcontractor, or any person acting on a Vendor's or subcontractor[1]s behalf by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Services to which the employment relates. Vendor further agrees that neither it, its subcontractors, or any person on the Vendor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Services under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Vendor by the Coroner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Coroner and all money to become due hereunder may be forfeited for a second or subsequent violation of the tenns of this section of this Agreement.

9.9 This Agreement constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

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

CONTRACTOR
NESBITT & HALL FUNERAL DIRECTORS, INC.
351 MAIN STREET
CONNEAUT,OH 44030

Nesbitt & Hall Funeral Directors, Inc. Date: 10/29/26

Catherine Bishop Date: 10/19/26

Catherine Bishop
Ashtabula County Coroner

ASHTABULA COUNTY COMMISSIONERS

Casey Kozlowski, President

Kathryn Whittington, Vice-President

Date: 11-3-26

J. P. Ducro IV, Commissioner

# EXHIBIT A

## Specifications for Transportation Service

The purpose of these specifications is to provide the Ashtabula County Coroner with transportation Services that are routinely needed for the operations of the Coroner's Office. The list of specifications is not meant to be all inclusive. Further explanation of Services may be obtained by contacting the Ashtabula County Coroner's Office at (440) 576-3550. These specifications are current as of January 1 , 2027.

Vendor shall:

1. Be available twenty-four (24) hours a day, seven days a week, including holidays. throughout the period of the contract. Said contract shall be from January 1, 2027 and terminate on December 31, 2029.
2. Provide adequate personnel to facilitate removals of bodies.
3. Provide equipment necessary for all types of removals
    a. Bach removal unit must be equipped with communications.
4. Respond to request for transports in a reasonable time period, meaning not more than forty-five (45) minutes from the time of being notified, notwithstanding special instructions in given cases.
    a. When unavailable or response time is determined to be unreasonable, option to utilize any available service will be retained by the Coroner.
5. Provide transportation Services under agreement of an established fee schedule.
    a. Non-fluctuating charges for all geographic areas of Ashtabula County.
    b. Long distance transfers to be predetermined routine destinations to be billed on a non-fluctuating flat rate charge for Services.
    c. No additional fees for multiple transfers in the same unit.
    d. Rate shall include body bag.
    e. Reimbursement of Services to be made upon submission of monthly invoices for Services rendered.
6. Vendor shall be responsible for all employee infection control procedures.
7. Vendor shall, at all times, operate as an independent contractor and shall not at any time be considered an agent or employee of the Ashtabula County Coroner's office.

## EXHIBIT B

Coroner shall send and invoice and Vendor shall pay according to the following payment schedule:

FIRST YEAR
$4,333 per month
Not to exceed total $51,996

SECOND YEAR
$4,420 per month
Not to exceed total $53,040

THIRD YEAR
$4,508 per month
Not to exceed total $54,096

**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 2027, 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 the following funds:

1001.006.100-601 Contract Services fund

Not to exceed: $51,996 for year 2027 and free from any previous encumbrances.

Agreement Title: Coroner transportation contract with Nesbitt.

**Scott Yamamoto,** Ashtabula County Auditor

Contact: Lisa Hawkins, Clerk

Date: October 14, 2026

# Signature Page

Agreement Title: Transportation Agreement Coroner transportation contract with Nesbitt.

Approved as to Legal Form Only:

**By:**_____
April R. Grabman,
Ashtabula County Prosecutor

Dated:_____, 2026