RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN ONYX CREATIVE, INC. AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR THE MAIN AVENUE LOCATION, JUVENILE COURT

WHEREAS, Janet Discher, County Administrator, has presented a Professional Service Agreement for the approval of the Board, to-wit:

Scope: Alteration of the existing Key Bank building, to provide a new separate interior entrance and accessible restroom to the existing Key Bank tenant space.

Parties: Onyx Creative, Inc., 25001 Emery Rd., #400, Cleveland, OH 44128
Ashtabula County Commissioners, 25 West Jefferson St, Jefferson, OH 44047

Cost: Not to Exceed: $29,800.00 for Architectural Services and $12,500.00 for Engineering Services, for a total of $42,300.00

Term: one year from date of signing; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Professional Service Agreement noted above is approved in accordance with a copy now 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. 2026-448 **October 20, 2026**

RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN ONYX CREATIVE, INC. AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR THE MAIN AVENUE LOCATION, JUVENILE COURT

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

VOTE:

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

Lisa Hawkins

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

The "Client":
Ashtabula County Commissioners
25 W. Jefferson St.
Jefferson, OH 44047
440-576-3750
JLDischer@ashtabulacounty.us

RE:

The "Project"
Ashtabula Co. Juvenile Court
Phase I – Lobby Alteration
4717 Main Avenue
Ashtabula, OH 44004

This agreement (the "Agreement") is by and between the Client (as defined above) and Onyx Creative, Inc., an Ohio corporation ("OC") for the noted Project (as defined above). Hereinafter, the Client and OC may be collectively referred to as the "Parties" and individually as a "Party". The "Effective Date" of this Agreement shall be the later of the dates that this Agreement is signed by the Parties.

Scope of Project

Alteration of the existing Key Bank building, to provide a new separate interior entrance and accessible restroom to the existing Key Bank tenant space.

Scope of Services

From the following list of available services, the Client and OC have agreed that the services that OC will provide to the Client pursuant to terms and provisions of this Agreement are the Designated Services identified in the Fee section of this Agreement:

Preliminary Services

1. Review the Project requirements and schedules with the Client.
2. Meet with consultants to establish Project parameters and submission dates.
3. Review criteria, exhibits, record information or other pertinent Project information.
4. The architect/engineer will visit the site to document visual observation of reasonably accessible existing conditions.

Design Services

1. Prepare design studies that will indicate the character, size, scale and relationship of the Project elements.
2. Prepare preliminary design drawings (floor plan) for Client's/tenant's review and comment.
3. Select materials to be used in the construction.
4. Submit design drawings and material to the Client for review and comment.
5. Meet with Client to discuss and review design documents.
6. Based upon approved preliminary drawings, OC will make minor revisions to the design and prepare design development drawings (plans, elevations, mechanical and electrical system selections, material selections and miscellaneous details) for Client's review and comment.

Construction Documents Services

1. Upon approval of the design package, and authorization to proceed with this phase of service, prepare construction documents (architectural, structural, electrical and mechanical/plumbing and/or other) in AutoCAD format, that will set forth the size, relationship and requirements for the construction including drawings and specifications.
2. Allow the Client/tenant to review the construction documents prior to issuing for construction and permit and make minor revisions to the Project documents.
3. Provide Ohio seal.
4. Coordinate engineering required for the Project (structural/MEP).

Construction Administration Services

When the Designated Services under this Agreement include contract administration services, the terms and provisions of the AIA Document A201 General Conditions of the Contract for Construction latest edition shall be and are hereby incorporated into this Agreement as if reproduced herein in full, including (but not limited to) with respect to such terms and provisions contained therein regarding the following:

1. Submit bid documents to contractor.
2. Collect and evaluate contractor proposal.
3. Assist Client in preparation of required contract documents.
4. Provide bid consultation to respond to inquiries regarding the work.
5. Assist Client in selection of contractor.
6. Assist the Client in contract negotiation and notify contractor of contract award.
7. Upon award of the contract and commencement of construction, OC shall:
    a. Review required shop drawings and submissions.
    b. Provide consultation to answer questions, respond to inquiries and assist in resolving issues arising from the work.
    c. Review and comment upon payment applications and change order requests.

Permit Submission Services

1. Permitting Due Diligence based on known Project parameters/scope.
2. Assist the Client in initial submission for Basic Building Permit through preparation of forms and applications including on-line submittal.
3. Assist the Client in review of building department/third party review comments.
4. Respond to issues raised in the review by the city/state.

Project Observation Services

1. Upon award of the contract, OC will attend ten Project meetings during the course of the work to observe progress, answer questions and assist in resolving issues arising from the work.
2. Upon substantial completion of the work (if approved as additional service), OC shall visit the site and review a punchlist of work to be completed or corrected prior to final closeout and release of retainage.
3. If the Client does not include Project observation, review of the contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claims against the architect/engineer that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold OC harmless from any loss, claim or cost, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of OC.

Services Not Provided

Upon the request of the Client, contractor or authorities having jurisdiction and upon OC's written acceptance of such request, OC may provide additional services for an agreed upon additional fee that could possibly include, but not be limited to, the following:

1. Design modifications necessitated by Changes in scope of Project or the Designated Services.
2. Revisions or changes to the documents after Client's review and acceptance of that portion of service.
3. Alternate studies of mechanical, electrical, structural systems.
4. Cost of construction analysis.

5. Attendance at public hearings, meetings with government boards of review and committees.
6. Preparation of material for public hearings/meeting.
7. Additional permit submittals beyond the two included in base fee.
8. Site observations and/or punchlist (beyond number noted in Project observation services) and/or attendance at Project meetings.
9. Engineered sprinkler system design and layout. Fee only includes performance specification and fire sprinkler riser location.
10. Life safety system design.
11. Sound, video or security access control or CCTV systems design.
12. Lightning protection system design.
13. Obtain health department approvals.
14. Items of information indicated to be furnished by the Client.

Change of Service

If the Designated Services are changed, the fee compensation to OC shall be adjusted accordingly. The adjustment shall be in writing and for a mutually agreed upon additional compensation.

Time Schedule

OC and Client shall develop a mutually agreed upon time schedule for the Project's design and construction document preparation and construction time schedule.

Client's Responsibilities/Requirements

In addition to (and not in limitation of) the Client's other duties and responsibilities set forth in this Agreement, the Client acknowledges and agrees that the Client shall timely and fully perform the following duties and obligations:

1. Provide full information in a timely manner describing the Project's program, time schedule, limitations, budget and legal description.
2. Designate a representative with authority to act on Client's behalf.
3. Furnish consultants other than those included in OC's fee.
4. Furnish tests, inspections and reports required by law or contract documents, including structural, soils, mechanical, chemical test, air and water pollution tests, and hazardous material tests.
5. Furnish legal description of the property, ALTA survey, easement information.
6. Furnish record of zoning activities for the Project including, but not limited to, meeting records, approved drawings and submission records.
7. Furnish record surveys of the property.
8. Furnish record drawings of the building/site.
9. Furnish site utility plans with rough-in locations.
10. Furnish all legal, insurance and accounting services that are reasonably necessary during the Project to meet Client's interests.
11. Notify OC by prompt written notice if Client becomes aware of any default or defect, including errors, omissions, or inconsistencies in construction documents.
12. Furnish information required for the Project that may include but not be limited to: exhibits, criteria, equipment and Client provided systems.
13. Provide information regarding Client's proposed budget, financing, and construction method.

Client Provided Information

OC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. OC shall not be held responsible for any errors or

omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Fees

For the services identified below with a dollar amount indicated therefor (collectively, the "Designated Services"), the Client shall timely pay to OC the fees indicated below (collectively, the "Fee"); if a dollar amount is not indicated below for services, then such services are not included in the "Designated Services" and are not being rendered by OC to the Client.

Architectural Services

Design Services / Site Visit	$ 2,000.00
Architectural Construction Documents	$16,000.00
Architectural Construction Administration	$ 7,000.00
Permit Submission	$ 1,500.00
Project Observation	
Site Visits	$ 1,800.00
Punchlist	$ 1,500.00
Architectural Subtotal	*$29,800.00*

Engineering Services

Electrical Engineering	$ 6,500.00
Mechanical/Plumbing Engineering	$ 5,000.00
MEP Survey	$ 1,000.00
Structural Engineering	NIC
Site/Civil Engineering	NIC
Landscape	NIC
Engineering Subtotal	*$12,500.00*

Total Fees	**$42,300.00**

Payment Terms

OC will provide to the Client monthly invoices of the Fees based on the percentage of Designated Services completed, and payment of each such invoice is due from the Client within thirty days from date of invoice. Amounts unpaid sixty days from date of invoice shall bear interest based on prime rate prevailing at payment due date. OC may, without waiving any claim or right against the Client, and without liability to OC, elect to withdraw from representation of the Client if, among other things, the Client fails to honor the terms of this Agreement by failing to timely pay the OC's invoices and OC shall have not liability for any resultant delays or damages incurred by Client as a result of such suspension/termination.

Reimbursable Expenses

All expenses incurred such as mail and delivery, shipping, reprographics, use of FTP site, permit submission fees, travel, currency conversion fees, equipment rental, consultant costs not in contract, and approved out-of-pocket expenses will be invoiced at direct cost.

Additional Provisions

The Designated Services covered in this Agreement cover a duration of six months from Effective Date of this Agreement. Designed Services extending beyond such designated time period shall be adjusted by the current

prime index rate. This Agreement shall be governed and interpreted by the laws of the state of Ohio, as if entered into and performed in Ohio, without reference to its choice of laws rules.

Termination

Either the Client or OC may terminate this Agreement at any time with or without cause upon giving the other Party five calendar days prior written notice. Within ten calendar days of the date of the termination of this Agreement (the "Termination Date"), the Client shall fully pay to OC each of the following: (a) all OC invoices issued on or prior to the Termination Date; (b) for all Designated Services rendered on or prior to the Termination of this Agreement; and (c) all costs incurred on or prior to the Termination Date, in accordance with the terms and provisions of this Agreement.

Standard of Care

In providing Services under this Agreement, OC will endeavor to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (the "Standard of Care"). OC will perform the Services as expeditiously as is consistent with professional skill and care and the orderly progress of design professional's part of the Project. Regardless of any other terms or provisions of this Agreement to the contrary, nothing in this Agreement shall require OC to perform professional services to a standard that exceeds the Standard of Care and OC makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any terms or provisions to the contrary in this Agreement or otherwise, and to the fullest extent permitted by law, neither the Client nor OC shall be liable to the other for any actions, claims, causes of action, damages, expenses or liabilities from or related to incidental, indirect or consequential damages or lost profits, arising out of or connected in any way to the Project, the Designated Services or this Agreement, even if a Party has been advised of the possibility of such damages or lost profits. This mutual waiver of consequential damages and lost profits shall include (but not be limited to) loss of use, loss of profit, loss of business or income, other financial loss or any other consequential damages, that either Party may have incurred from any cause of action whatsoever. OC's sole and aggregated liability to the Client for any actions, claims, causes of action, damages, expenses or liabilities is limited by the Risk Allocation (as defined below). Some states do not allow such exclusions or limitations of damages, so such exclusions or limitations shall not apply to the Client if permitted under applicable law and to the maximum extent permitted under such applicable law.

Instruments of Service

The drawings, specifications, and other documents, including electronic form prepared by OC and their consultants, are instruments of service for use solely with respect to the named Project. OC and their consultants are the authors and owners of their respective instruments of service and retain all statutory, common law and reserved rights including copyrights. The instruments of service cannot be reproduced for any purpose other than the named Project without the written consent of OC or their consultants.

Client agrees that all such documents are intended solely for the named Project and may not be modified or used by the Client for any other endeavor without the written consent of OC. Client agrees to waive any and all claims against OC, its officers, directors, employees and subconsultants arising out of any such unauthorized use of the documents, and any such use or reuse shall be at the sole risk of the Client who shall defend, indemnify and hold OC and OC's subconsultants harmless from any and all claims and /or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information

contained in the electronic files is at the user's sole risk and without liability to OC and OC's subconsultants. and the Client waives any and all claims against OC arising out of or relating to the unauthorized use, reuse or transfer of electronic files

Client acknowledges that any work product of any type, defined as any data, documentation, "know-how," concepts, plans, inventions, improvements, techniques, and processes generated by OC under or pursuant this Agreement, belong solely to OC, and Client hereby assigns and transfers to OC any and all rights that Client might have asserted to such work product, including any copyright, patent, trademark, trade secret or other intellectual property rights, to OC. Client will cooperate with OC and will execute any documentation reasonably required by OC to assert or protect its property rights in the work product.

Mediation and Arbitration

As a condition precedent to the institution of formal binding dispute resolution, the Parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") currently in effect unless the Parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. If such matter relates to or is the subject of a lien arising out of OC's services, OC may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If a dispute is not resolved by mediation, then within thirty (30) days of the conclusion of the mediation, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration (instead of through trial by court or jury) in accordance with the commercial, expedited dispute rules then in effect of the AAA. If any of the arbitration rules are inconsistent with or conflict with the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall control and govern for all purposes. In preparation for the arbitration, the Parties agree to participate and engage in discovery in accordance with the Ohio Rules of Civil Procedure except that the Parties agree to expedite the time periods set forth in the Ohio Rules of Civil Procedure to conform to the shorter arbitration deadlines. Notwithstanding the foregoing and/or anything to the contrary in the rules of the AAA or any of the terms and provisions of this Agreement, the Parties agree to the following: (a) the arbitration will be conducted on an expedited basis by a single arbitrator; (b) in making decisions about discovery and case management, the Parties agree that the arbitrator shall at all times promote efficiency, without denying either Party the ability to present relevant evidence; (c) the arbitrator shall have no power to award any punitive or exemplary damages or to vary or ignore the terms of the Agreement; (d) the Parties will share the costs of the arbitration equally; and (e) each Party will bear its own attorneys' fees and costs for the arbitration.

Risk Allocation

Client and design professional have discussed their risks, rewards, and benefits of the Project and OC's total fee for the Designated Services. The risks have been allocated such that the Client agrees that to the fullest extent permitted by law, OC's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the amount of the Fees (the "Risk Allocation"). Such causes include but are not limited to OC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Some states do not allow such exclusions or limitations of damages, so such exclusions or limitations may not apply to the Client.

Notices

All notices required or permitted to be given under or pursuant to the Agreement shall be in writing and shall be deemed to have been fully given upon personal delivery, or the next business day if sent via a nationally recognized overnight courier service, or three (3) days after being sent by certified mail, postage prepaid, via the United States Postal Service. The notices, communications and payments to OC shall be sent/addressed to Onyx Creative, Inc., Attn: Chief Financial Officer, 25001 Emery Road, Suite 400, Cleveland, Ohio 44128, and the notices and communications to the Client shall be addressed to the address for the Client set forth on the first page of this Agreement.

Force Majeure

OC shall not be liable nor deemed to be in breach for any delay or failure in performance under this Agreement where such delay or failure results directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, epidemics, pandemics, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions or any similar or dissimilar cause beyond the reasonable control of OC. Upon the occurrence of one or more of these events, OC shall not be in breach of this Agreement for a period equal to the time that OC is unable to reasonably perform.

Miscellaneous

The Agreement contains the entire understanding of the Parties and may be amended only in writing signed by the Parties. The Agreement and any rights and obligations under it may not be assigned by either Party unless the other Party has given its prior written consent to such assignment. No waiver by either OC or Client of any default or breach of this Agreement operates as a waiver of any future default or breach, whether of like or different character or nature. Any consent, waiver or approval by either Party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given. From time to time, without any further consideration, each Party shall execute and deliver to the other Party such additional documents and/or instruments as may be reasonably necessary to consummate the transactions contemplated by this Agreement. The Agreement, together with any and all exhibits and schedules attached hereto and/or documents and instruments executed in connection herewith, contains the entire understanding of the Parties concerning the subject matter hereof, and there are no promises, agreements, conditions, understandings, warranties or representations (oral or written, express or implied) regarding the subject matter of this Agreement other than as set forth in this Agreement. No provision of this Agreement shall be construed against any Party on the ground that such Party or its counsel drafted the provisions or that the provision contains a covenant of such Party. Each of the Parties to this Agreement hereby acknowledge and agree that photocopies of this Agreement and/or any of the documents executed in connection with this Agreement, shall each have the same force and effect as originally executed versions of such documents for all purposes and for the performance, conduct and exercise of the respective rights, remedies, benefits, duties and/or obligations of the Parties herein or therein.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Agreement may be executed by way of photocopy counterparts, telephonic transmission facsimile counterparts, electronic counterparts, email counterparts and/or digital counterparts, with such photocopy counterparts, telephonic transmission facsimile counterparts, electronic counterparts, email counterparts and digital counterparts, each having the same force and effect as originally executed counterparts.

Acceptance

The Client should review this Agreement with the Client's legal counsel, and if this Agreement is acceptable to the Client and the Client's legal counsel, then the Client should sign, date and return to OC one signed copy of this Agreement. The Client's allowance of OC to commence the Designated Services prior to receipt of a signed copy of this Agreement, shall serve as the Client's acceptance of the terms and provisions of this Agreement. Meanwhile, during the term of this Agreement, the Client must timely pay in full all of OC's monthly invoices.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative effective as of the Effective Date.

Submitted:	Accepted:
OC:	CLIENT:
ONYX CREATIVE, INC.	ASHTABULA CO. COMMISSIONERS
By: Mike Crislip	By: Casey Kozlowski
Title: President	Title: President
Date: October 14, 2026	Date: 10/20/2026

J:\CLIENT\Ashtabula Co. Juvenile Court\22095_Renovation_Main Ave_Ashtabula_OH\Documents\Proposal\OCC_ACJC_Phase I_Ashtabula_OH_2026-10-14.docx

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 2026, 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: 4002.011.220-603 PI Juvenile Court Contract Projects.

In the amount of $42,300.00 for year 2026 and free from any previous encumbrances.

Agreement Title: Agreement with Onyx Creative for Phase 1 of Juvenile Court renovations.

Scott Yamamoto, Ashtabula County Auditor

Contact: Kathleen Thompson

Date: October 14, 2026

Signature Page

AGREEMENT TITLE: Ashtabula Co. Juvenile Court Phase I – Lobby Alteration Agreement

APPROVED as to Legal Form Only.

Approved by: _____

April R. Grabman
Ashtabula County Prosecutor

Dated: 10/16/26

Reviewed by Earl F. Stoll, Assistant Prosecutor

Contract Checklist

Approved as to Legal Form

Contract between Ashtabula County BoCC and Onyx Creative, Inc

Reviewed by ES on 10/14/2026 Matter no 2026-CON-0126

- ☐ Intergovernmental Contract
  - ☐ Code sections
- ☐ Contract Template
- ☐ MOU
- ■ N/A ☐ Contracting Parties
- ■ N/A ☐ Cost/Consideration
- ■ N/A ☐ Contract timeline/completion date
- ☐ N/A ■ Breach of contract clause
- ■ N/A ☐ Insurance
- ■ N/A ☐ Termination
- ■ N/A ☐ Notice requirements
- ■ N/A ☐ Assignment
- ☐ N/A ■ Severability
- ■ N/A ☐ Entire agreement/integration

IT/Software/Data contract provisions

- ☐ N/A ☐ Data privacy
- ☐ N/A ☐ Intellectual property infringement clause
- ☐ N/A ☐ Data ownership
- ☐ N/A ☐ Confidentiality
- ☐ N/A ☐ Info breaches
- ☐ N/A ☐ Software addendum needed

Disallowed and Void in County Contracts Under §307.901

- ☐ N/A ■ Indemnification / holding harmless
- ☐ N/A ■ Binding arbitration
- ☐ N/A ■ Venue other than Ashtabula court
- ☐ N/A ■ County agreement to limit liability for direct loss to county for injury, death, or damage to property
- ☐ N/A ■ Requirement to be bound to unknown term / condition
- ☐ N/A ■ Requirement for counsel other than Pros Atty for the county
- ☐ N/A ■ Inconsistent with § 149.43 public records law
- ☐ N/A ■ Limitation on ability to recover cost of replacement contractor

Notes: