

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE STATEWIDE CONSORTIUM OF COUNTY LAW RESOURCES BOARDS AND BOARD OF ASHTABULA COUNTY COMMISSIONERS ON BEHALF OF THE ASHTABULA COUNTY LAW LIBRARY RESOURCES BOARD

WHEREAS, Shara Parkomaki, Law Librarian, has presented a Memorandum of Understanding for the approval of the board, to-wit:

Party: Statewide Consortium of County Law Library Resources Boards
369 S. High St., 10th Floor, Columbus, OH 43215

Purpose: a grant for the Ashtabula County Law Library to purchase AV equipment.

Amount: provide a one-time grant award in the amount of \$5,000.00

Term: effective upon execution and shall continue until May 31, 2023

WHEREAS, The Commissioners feel such a grant is necessary and the MOU to be entered into; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Memorandum of Understanding for the grant be accepted in accordance with the copy of said MOU 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. 2023-234

April 18, 2023

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Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

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

Aye
Absent
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, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCE BOARDS
AND BOARD OF ASHTABULA COUNTY COMMISSIONERS ON BEHALF OF THE
ASHTABULA COUNTY LAW LIBRARY RESOURCES BOARD**

This Memorandum of Understanding (“MOU”) is made by and between the Statewide Consortium of County Law Library Resources Boards (hereinafter the “Consortium”) and the Board of ASHTABULA County Commissioners (hereinafter the “County”) on behalf of the ASHTABULA County Law Library Resources Board (hereinafter the “LLRB”).

SECTION 1: PURPOSE AND USE

- 1.1 The Consortium is a statewide consortium comprised of all county law library resources boards under R.C. 3375.481. The Consortium is governed by a five-member board authorized by R.C. 3375.481(E)(2) to provide grants to LLRBs.
- 1.2 The County is a political subdivision of the State of Ohio.
- 1.3 The LLRB is a County board.

SECTION 2: RESPONSIBILITIES OF THE CONSORTIUM

- 2.1 The Consortium will provide a total grant award in the amount of \$ 5,000.00 , on the terms and conditions specified in its Request for Proposals, to the County for use by the LLRB.
- 2.2 A true and accurate copy of the Request for Proposals is attached and incorporated.

SECTION 3: RESPONSIBILITIES OF THE COUNTY LAW LIBRARY RESOURCES BOARD

- 3.1 The LLRB will use the grant funds as described in its grant proposal.
- 3.2 A true and accurate copy of the LLRB’s grant proposal in response to the Request for Proposals is attached and incorporated.

SECTION 4: RESPONSIBILITIES OF THE BOARD OF COUNTY COMMISSIONERS

- 4.1 The County will allocate the grant funds to the LLRB fund for use as described in the grant proposal. The County agrees that it will be liable to repay any funds spent in a manner inconsistent with this MOU or the stated purpose, as determined by the Consortium.
- 4.2 A true and accurate copy of the LLRB’s awarded funds is attached and incorporated.

SECTION 5: TERM, TERMINATION

- 5.1 The term of this MOU shall be effective upon execution and shall continue until May 31, 2023. The CLLRB may cancel this MOU by sending a written notice of termination to the Consortium and returning funds at any time during the grant term.
- 5.2 The Consortium reserves the right to terminate this MOU immediately upon verification that grant funds have been or will be used in a manner that is not consistent with the grant proposal or in a manner that otherwise violates the provisions of this agreement. In such an instance, the Consortium will notify the CLLRB and the County of the violation or anticipated violation in writing, and the County and the CLLRB will return all grant funds in full within ten days of such written notification.
- 5.3 All notices in connection with this MOU shall be sent to the following representatives:

Jennifer D. Jones, Executive Director
Statewide Consortium of County Law
Library Resources Board
369 S. High Street, 10th Floor
Columbus, Ohio 43215

Shara Parkomaki, Director/Law Librarian
ASHTABULA County LLRB
25 W. Jefferson Street
Jefferson, Ohio 44047

Section 6: MISCELLANEOUS

- 6.1 This MOU constitutes the entire agreement between the parties as to the subject matter described herein, and any changes or modifications to this MOU shall be made and agreed to in a written amendment signed by all parties.
- 6.2 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 6.3 The County and the LLRB agree that, in the performance of this MOU, they will not unlawfully discriminate in their employment or contract practices, on the basis of race, religion, gender, national origin, age, handicap, or veteran status.
- 6.4 The County and the LLRB agree to comply with all applicable federal, state, and local laws in administration of the grant award funds. The County and LLRB, by signatures on this document, certify that they have reviewed and understand the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- 6.5 The LLRB agrees to provide the Consortium accurate receipts of all purchases by May 31, 2023, and to refund any unspent funds to the Consortium by June 30, 2023.
- 6.6 If any provision of this MOU shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

- 6.7 The failure of any party to exercise or enforce in any respect any right or provision provided for in this MOU shall not be deemed a waiver of any such right or provision.
- 6.8 This MOU shall bind the parties thereto; and their respective assigns, successors, receivers, and legal representatives of any type whatsoever; and shall not be modified unless done so in writing signed by authorized representatives of all parties.
- 6.9 The headings in this MOU are for reference only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, interpretation, or effect of any of the provision of this MOU.
- 7.0 The County and the LLRB affirmatively represent and warrant to the Consortium that they are not subject to a finding for recovery under R.C. 9.24 or that they have taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualify under that section. The County and the LLRB agree that if this representation and warranty is deemed to be false, the MOU shall be void ab initio as between the parties to this MOU, and any funds paid by the Consortium shall be immediately repaid to the Consortium, or an action for recovery may be immediately commenced by the Consortium for recovery of said funds.
- 7.1 The County and the LLRB affirm that funds received under this MOU will not be used for any political campaign or governmental lobbying in a partisan manner. Funds must be used during the Term and manner as stated above.
- 7.2 The parties to this agreement affirm that the individuals shown as signatories below on this MOU have been duly authorized by their respective organizations.
- 7.3 This MOU shall be fully executed and effective on the last date it has been signed by a party hereto. Failure to execute and return the MOU to the Consortium within 60 days will result in rescission of the grant approval.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereunto have caused this MOU to be executed by their duly authorized representatives.

Statewide Consortium of County Law
Library Resources Boards

ASHTABULA County Law Library
Resources Board

By: _____
Jennifer D. Jones, Executive
Director

By: _____
President/Chair

Date: _____

Date: _____

Board of ASHTABULA
County Commissioners

By: _____
President

Date: 4-18-23

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ADDENDUM

AWARD LIST AND AMOUNT		
DATE	ITEMS	AMOUNT
March 25, 2022	AV Equipment	5,000.00
TOTAL		\$ 5,000.00