

RESOLUTION RECEIVING QUOTE AND AWARDING TO THE FAIR HOUSING RESOURCE CENTER FOR PROFESSIONAL SERVICES IN PERFORMING FAIR HOUSING SEMINARS AND OTHER RELATED MATTERS

WHEREAS, on July 26, 2023, one quote was received for professional consulting services for performing Fair Housing seminars and other related matters; and

WHEREAS, Jake Brand, Director of Planning and Development, has recommended to award the proposal to Fair Housing Resource Center, Painesville, Ohio with the following terms:

- Scope:** Professional services related to Fair Housing Seminars
- Parties:** Ashtabula County, 25 W. Jefferson St., Jefferson, OH 44047
Fair Housing Resource Center, 1100 Mentor Ave, Painesville OH 44077
- Cost:** Not to exceed \$4,542.00 from Fund 2701.511.533-650.0121 - Grants/Allocations Fair Housing
- Term:** January 1, 2024 through August 31, 2025

WHEREAS, this Board of Commissioners would agree with the recommendation and award the proposal to the Fair Housing Resource Center, Painesville, Ohio in accordance with the terms outlined further in the proposal; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the quote is awarded to the Fair Housing Resource Center, as noted above in accordance with the 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. 2023-432

August 22, 2023

RESOLUTION RECEIVING QUOTE AND AWARDING THE FAIR HOUSING RESOURCE CENTER FOR PROFESSIONAL SERVICES FOR PERFORMING FAIR HOUSING SEMINARS.

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

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.



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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 22nd day of August 2024, by and between the Fair Housing Resource Center ("CONSULTANT") and Ashtabula County Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services set forth in the Request for Proposal deliverables attached as Exhibit A, (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Consultant Services Budget," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be from January 1, 2024 – August 31, 2025.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving thirty days' written notice to CONSULTANT.

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to

completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain adequate insurance coverage and minimum coverage limits for its entity as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Consultant in its reasonable discretion. Consultant's lack of insurance coverage shall not limit any liability Consultant may have under this Agreement.

IX. LIABILITY

(a) CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. ASSIGNMENT

Consultant shall not assign any of rights of this Agreement without the prior written consent of Ashtabula County. Subject of the foregoing, this Agreement will be binding upon the Parties' heirs, executors, successors and assigns.

XIV. DISPUTE RESOLUTION

CONSULTANT and ASHTABULA COUNTY agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, CONSULTANT and ASHTABULA COUNTY shall choose a mediator from the Ashtabula County Bar Association, or from a bar association located within a county adjacent to Ashtabula County. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any dispute between the parties to the extent in which the parties cannot resolve their disputes by mediation.

XV. OWNERSHIP OF DELIVERABLES

All Deliverables, whether complete or in progress, shall belong to Ashtabula County, and the Consultant hereby assigns such rights to Ashtabula County. Consultant agrees that Ashtabula County will own all the Deliverables and will have full rights to use the Deliverables without a claim on the part of the Consultant for additional compensation and without challenge, opposition, or interference by Consultant. No cases of housing discrimination shall come of these Deliverables and the information obtained therein. Consultant shall therein submit a Final Cumulative Report pursuant to the proposal.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises,

representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XVII. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVIII. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONSULTANT: Fair Housing Resource Center, Inc.
 1100 Mentor Avenue
 Painesville, OH 44077
 Patricia Kidd, Executive Director

To ASHTABULA COUNTY:
 Ashtabula County Commissioners
 25 West Jefferson Street
 Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVIII. SIGNATURE CLAUSE

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

ASHTABULA COUNTY COMMISSIONERS:

By:  _____ Date: 8-22-13

Its: President of the Board

FAIR HOUSING RESOURCE CENTER

_____: _____
By: Patricia Kidd Date: _____

Its: Executive Director

Exhibit A

Scope of Work (“Services”)

Ashtabula County Planning and Development on behalf of the Ashtabula County Commissioners are applying for Community Development Block Grant funds. A component of the grant is Fair Housing outreach. Ashtabula County intends to contract with a Fair Housing Consultant beginning in January of 2024 – August of 2025 to assist with implementation of the Fair Housing portion of the CDBG grant, if funded.

The Fair Housing Consultant under direction of the CDBG Program Staff will be expected to render certain necessary technical advice, assistance, and other services.

SCOPE OF PROPOSED SERVICES

- a. **Conduct Fair Housing Seminars** – Conduct seminars on Fair Housing Rights and Best Practices in Housing and market the seminars to reach community residents within project recipient areas. Target groups include, housing providers, local government officials, community groups, and human service agencies in Ashtabula County.
- b. **Fair Housing Consultation & Meeting Attendance** - Qualified firm will make themselves available to the County to assist with consultation on Fair Housing matters and hold/assist with Fair Housing meetings that meet the criteria of the State of Ohio.

The Provider must have a complete understanding of CDBG program requirements and regulations and knowledge of other federal requirements, such as EEO, Fair Housing and Civil Rights.

The Ashtabula County Commissioners will contract with the Provider that offers the best qualifications related to County needs, that has assigned staff available when needed, and that offers a competitive rate for services, from **January of 2024 – August of 2025**. The Provider will be expected to work closely with the County of Ashtabula commencing upon full execution of the agreement.

Contract Period, Funding & Invoicing

A contract will be written for the period of time covered by the PY2023 CDBG Grant Agreement, if obtained. The contract will have a tentative effective date of January 1, 2024 – August 31, 2025. The contract is based upon reimbursement for services provided. Providers can claim payment for services delivered according to the service specifications in amounts determined by negotiated unit rates. Providers will submit invoices for the actual services provided.

Exhibit B

Consultant Services Budget

See Scope of Work for details of budget items below. Provide an estimate number of accomplishment and a projected budget for each task. This submittal should comply with the provisions in Section II (Compensation) of the RFP.

BUDGET

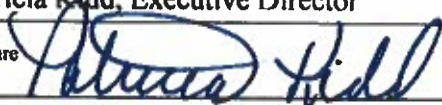
Service Provided		Estimated Number	Budget Amount
Senior Seminars		2 meetings	\$ 666.66
Realtor Seminars		2 meetings	\$ 666.66
Landlord Seminars		2 meetings	\$ 666.68
Service Provider and Community Education Session (As discussed like Geauga Co.)		1 approx. half-day session	\$ 650.00
Consumables, printing, mileage, copies, and other misc., direct costs.			\$ 1,892.00
TOTAL			\$ 4,542.00

Lead Contact Person: Patricia Kidd, Executive Director

Phone Number/Email: 440-392-0147 ex. 202 / Patricia@fhrc.org

Provider Name: Fair Housing Resource Center, Inc.

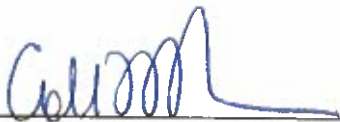
Proposal Authorized By Patricia Kidd, Executive Director

Signature 

Signature Page

Agreement Title: Fair Housing Resource Center Contract Services

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: _____, 2023