

RESOLUTION APPROVING AN AGREEMENT WITH FAIR HOUSING RESOURCE CENTER FOR PROFESSIONAL SERVICES, COMMUNITY SERVICES & PLANNING DEPT.

WHEREAS, Jake Brand, Director of Community Services & Planning, has presented the following Agreement for the approval of this Board; to-wit:

Provider: Fair Housing Resource Center, Inc., 1100 Mentor Ave Painesville OH 44077

Service: Professional assistance and technical advice in administering and implementing the County's Fair Housing Program under the PY 19 CDBG Allocation Program Grant

Cost: **Not To Exceed, \$5,600.00**

Term: Begins retroactive to June 1, 2021 and ends November 30, 2021

WHEREAS, The submitted agreement has been reviewed by the Board and is found to be necessary; now

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

BE IT FURTHER RESOLVED that the Vice-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. 2021-324

August 24, 2021

RESOLUTION APPROVING AN AGREEMENT WITH FAIR HOUSING RESOURCE CENTER FOR PROFESSIONAL SERVICES, COMMUNITY SERVICES & PLANNING DEPT.

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

VOTE:

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

**Absent
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

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

CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021, by and between the Ashtabula County Board of Commissioners, Ohio (hereinafter "Ashtabula County") and the Fair Housing Resource Center, Inc., (hereinafter "Contractor").

1. DEFINITIONS

The following capitalized terms will have the following definitions under this Agreement:

- (a) "CONTRACT" means this agreement and the proposal dated May 12, 2021, attached hereto as "Exhibit A."
- (b) "DELIVERABLES" means those items, products, and materials to be provided to Ashtabula County by Contractor, as specified on the proposal.
- (c) "PARTY OR PARTIES" means the signatories to this Agreement when referred to respectively, individually, or collectively.
- (d) "SERVICES" means all work performed by Contractor pursuant to the contract, as well as materials used by the Contractor in performing its obligations.

2. WORK AUTHORIZATION AND PERFORMANCE

Ashtabula County shall have no obligation to award any work that is beyond the scope of the proposal. Contractor shall provide a quarterly progress report. The purpose of the report is for the Ashtabula County to monitor the Contractor's progress. Said reports shall be in proper form as requested by the County and submitted with at least one copy to the Ashtabula County and signed and dated by the individual(s) who prepared said reports.

3. TERM

Unless otherwise terminated as provided herein, the term of this contract is 6 calendar months from the date of execution.

4. COMPENSATION

Ashtabula County shall compensate the Contractor \$5,600 in accordance with the proposal. Contractor will invoice County quarterly for completed work. County will pay such invoices within 30 days of submission.

5. OWNERSHIP OF DELIVERABLES.

All Deliverables, whether complete or in progress, shall belong to Ashtabula County, and the Contractor hereby assigns such rights to Ashtabula County. Contractor 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 Contractor for additional compensation and without challenge, opposition, or interference by Contractor. No cases of housing discrimination shall come of these Deliverables and the information obtained therein. Contractor shall therein submit a Final Cumulative Report pursuant to the proposal.

In furtherance thereof, the Contractor shall ensure recognition of the role of Ashtabula County, Ohio as grantor agency in providing services through this Contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source by the Contractor. In addition, the Contractor shall include a reference to the support provided herein in all publications made possible with funds made available under this contract.

6. CONFIDENTIALITY

(a) Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all information or material proprietary to a Party and designated as confidential by such Party (the "disclosing party"). Subject to public records requirements, all confidential information obtained herein shall not be (1) used or reproduced for any purposes not listed within this agreement; or (2) disclosed to

any person or entity unless as part of the facilitation of this agreement and only with prior written consent of the disclosing party.

7. CONFLICT OF INTEREST

Contractor represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Contractor is bound.

8. TERMINATION

Ashtabula County may terminate this Agreement for its convenience, without liability at any time, upon prior written notice to the Contractor. Upon termination of this Agreement issued hereunder, Contractor shall immediately provide Ashtabula County with all work in progress or completed prior to the termination date. Payment will then be made for work performed up to the date of termination.

9. INDEMNIFICATION

Contractor shall defend, indemnify, protect and hold harmless Ashtabula County, and each of Ashtabula County's employees and agents from and against any and all losses, demands, attorneys' fees, expenses, costs, damages, judgments, liabilities, causes of action, obligations, or suits resulting from (1) any act or omission or willful misconduct of Contractor or its personnel, or (2) the breach of any provision of this Agreement by Contractor or its personnel.

10. INSPECTION & ACCEPTANCE

(a) Non-Conforming Services and Deliverables

If any of the Services performed or Deliverables delivered do not conform to Ashtabula County's requirements, Ashtabula County may require the Contractor to perform the Services again or replace the non-conforming Deliverables in order to bring them into full conformity with Ashtabula County requirements, at Contractor's sole cost and expense.

11. INSURANCE

Contractor 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 Contractor in its reasonable discretion. Contractor's lack of insurance coverage shall not limit any liability Contractor may have under this Agreement.

12. MISCELLANEOUS.

(a) Assignment - Contractor shall not assign any rights of this Agreement without the prior written consent of Ashtabula County. Subject to the foregoing, this Agreement will be binding upon the Parties' heirs, executors, successors and assigns.

(b) Governing Law - The Parties shall make a good-faith effort to amicably settle, by mutual agreement, any dispute that may arise between them under this Agreement. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Agreement will be construed and enforced in accordance with the laws of Ohio, including its recognition of applicable federal law, but excluding such jurisdiction's choice of law rules. The Parties consent to the exclusive jurisdiction and venue in Ohio for the enforcement of any arbitration award or other judicial proceeding concerning this Agreement. Each party shall be responsible for its own attorney fees and costs related to litigation concerning this agreement. Both Parties agree that the occurrence of a dispute shall not interfere with either Party's performance or other obligations under this Agreement.

(c) Severability - To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this

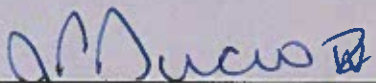
Agreement or modified so as to make them enforceable. The validity and enforceability of the remainder of such provisions within this Agreement will be unaffected.

(d) Independent Contractor - Nothing contained in this Agreement shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Contractor and/or any Contractor employee(s) and Ashtabula County. Ashtabula County and Contractor agree that the Contractor is, and at all times during this Agreement shall remain, an Independent Contractor. The Contractor shall at all times be responsible for all Contractor's employees', agents', and Contractor's actions and shall be responsible for any applicable taxes or insurance. Contractor shall comply with all applicable public laws or regulations.

(e) Entire Agreement - This document and all attached or incorporated documents contain the entire agreement between the Parties and supersedes any previous understanding, commitments, or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

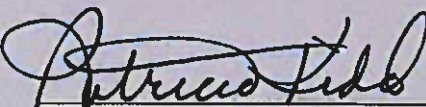
IN WITNESS WHEREOF, this Contractor Agreement was signed by the Parties under the hands of their duly authorized agents and made effective as of the date of the contract.

ASHTABULA COUNTY BOARD OF COMMISSIONERS


Kathryn Whittington *J.P. Ducro IV*
VICE-President of the Board

8/24/21
DATE

FAIR HOUSING RESOURCE CENTER


Patricia Kidd, Esq.
Executive Director

6/17/21
DATE

Fair Housing Services

Fair Housing Resource Center, Inc.

Patricia Kidd, Executive Director

1100 Mentor Avenue

Painesville, Ohio 44077

Phone: 440-392-0147

Fax: 440-392-0148

Email: Patricia@FHRC.org



A HUD Certified Housing Counseling Agency

May 12, 2021



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1. FHRC QUALIFICATIONS

The Fair Housing Resource Center evolved out of the working relationship between the 12-year old non-profit organization known as the Lake County Community Housing Resource Board and the Lake County Fair Housing Office. The former administered a HUD grant for education and outreach programs. The Board of Lake County Commissioners, through administrative funds of the Community Development Block Grant program, funded the latter.

The Lake County Community Resource Board was formed on November 3, 1987, as a non-profit organization that conducted limited outreach and education activities. Their activities included fair housing training for real estate professionals with the Lake County Association of Realtors, fair housing and landlord-tenant law training for property managers and owners, an annual poster contest at local schools, and homebuyer seminars for low and moderate-income first time buyers.

The Lake County Fair Housing Office promoted and enforced the understanding of compliance with Federal and State fair housing laws. The staff investigated and assisted persons who wished to file discrimination complaints through an administrative process (HUD/OCRC) or the federal or state court system.

In 1989, the two groups merged as a result of the recommendations by the Fair Housing Impediments Analysis. They felt a central, coordinating center to serve all fair housing complaints, intake, and investigative services would be more effective in meeting the community's fair housing needs. The Fair Housing Resource Center, Inc. is a HUD designated Qualified Fair Housing Enforcement Organization and has been for the last 18 years.

The merger resulted in a name change to the Fair Housing Resource Center, Inc. which has continued the work of both organizations since 1999. It's been thirty-four years since the two entities began providing services to the county, and the organization continues to grow and evolve to guarantee all people equal access to housing opportunities. FHRC has established an impressive record of accomplishments and assumed a prominent leadership role to create and maintain racially and economically integrated housing patterns.

2. SUMMARY OF PERSONNEL QUALIFICATIONS

FHRC has two key staff members who will be responsible for completing the proposed services.

a. Executive Director, Patricia A. Kidd

The Executive Director, Patricia Kidd is a graduate of Lakeland Community College (AAS 1994), Lake Erie College (BS 1995), and Cleveland-Marshall College of Law (J.D. 1998). Ms. Kidd began her career as a staff attorney with the Housing Advocates, Inc. where she was responsible for conducting fair housing investigations and representing plaintiffs in housing discrimination matters. Ms. Kidd also supervised students from Cleveland-Marshall College of Law in the Fair Housing Law Clinic.

In 1999, Ms. Kidd was hired as the Executive Director for Fair Housing Resource Center, Inc. As the Executive Director, Ms. Kidd is responsible for executive leadership and overall management of this multi-faceted community action agency. Ms. Kidd develops and implements programs to combat illegal housing discrimination and assists clients who have been victims of discrimination resulting in over 400 fair housing cases filed. Ms. Kidd has also implemented a

Foreclosure Prevention program serving Lake County residents and routinely consults with local municipalities on issues involving fair housing.

Attorney, Patricia A. Kidd brings over twenty-five (25) years of fair housing experience to the agency. Ms. Kidd has successfully directed projects similar in scope and complexity to the one currently proposed. Ms. Kidd acts as the agency's liaison with the residents, local governmental officials, organizations, housing providers, and others. Ms. Kidd also provides recommendations to help local municipalities and townships affirmatively further fair housing. Ms. Kidd has over twenty (20) years of experience in projects similar to Ashtabula County, Ohio request for services.

Duties Under the Proposed Project

Ms. Kidd will create the structure and content to develop fair housing training/seminar curricula, serve as the agency spokesperson for organizations meetings and events, assist with the preparation of all testing methodology, research and process all fair housing complaints, develop and review all written materials for publications, instruct all seminars/workshops, advocate all reasonable accommodation/modification requests. Ms. Kidd will coordinate with all consultants and subcontractors on the grant in conjunction with the work they are to perform and direct the Program Manager with project tasks

b. Program Director, Hollie Rondini

The Program Director, Ms. Hollie Rondini joined Fair Housing in 2009 in an entry-level position as a receptionist. Ms. Rondini quickly climbed the ladder in the agency and was promoted to Education and Outreach Coordinator in 2010. In this position, Ms. Rondini was

responsible for all agency marketing, advertising and managed special events. Ms. Rondini was also responsible for administering the rental financial assistance programs and assisting with Landlord-Tenant counseling. In March 2013, Ms. Rondini was promoted to Program Manager of the fair housing division where she is currently responsible for both conducting fair housing investigations and managing the testing program. Ms. Rondini graduated from Lakeland Community College in 2014 and is currently pursuing her undergrad degree at Cleveland State University. Ms. Rondini works closely with the Executive Director to manage the agency's enforcement work, including complaint investigation, test coordination, ad monitoring, and advocacy.

Duties Under the Proposed Project

Ms. Rondini will respond to all fair housing inquiries and housing discrimination complaints, conduct intake investigations, oversee all staff, plan and coordinate all events, identify new outreach opportunities, and promote positive relationships with staff, vendors, volunteers, and the general public.

3. SCOPE OF PROPOSED SERVICES

As requested under this proposed project FHRC will conduct the following services for Ashtabula County, Ohio:

- a. **Education & Outreach** – FHRC will conduct an education campaign for the residents of Ashtabula County, Ohio with a focus on reaching the underserved populations. FHRC's outreach initiatives will include print, mailings, web-based, Quarterly newsletters, social media campaigns. FHRC will request the assistance of

Ashtabula County to help with the marketing of all educational campaigns to reach all residents are reached.

- b. **Billboard Advertising**: FHRC will create and develop a billboard marketing campaign in Ashtabula County to help educate the community of available services. FHRC will choose a high-traffic location yielding the most views.
- c. **Conduct 2 Fair Housing Seminars** – FHRC will develop seminar curricula conduct two (2) Seminar on Fair Housing Rights and Best Practices in Housing and will market the seminar to reach community residents, housing providers, real estate agents, local government officials, community groups, and human service agencies in Ashtabula County.
- d. **Fair Housing Intake Services** – FHRC understands that the County wants to continue to receive Fair Housing calls to the County. However, FHRC will assist the County with the intake and investigation of complex Fair Housing matters. This assistance will include intake assessment, investigation, interviewing witnesses, assisting with written Reasonable Accommodation/Modification requests, and complaint-based testing if warranted.
- e. **Fair Housing Consultation & Attend Meetings** - FHRC 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.

4. Schedule of Deliverables

Assuming a start date of June 1, 2021, for a 6-month contract ending November 30, 2021.

FHRC's proposed schedule for deliverables will be as follows:

	Deliverables	Date Due
June 1, 2021	1. Meeting with FHRC and the County before commencement to the project	6/1/2021
June 1, 2021- August 31, 2021	1. Fair Housing Intake 2. Prepare Seminar Curricula 3. Advertise and Host Seminar 4. Prepare & Submit Quarterly Report	9/15/2021
September 1, 2021 – November 30, 2021	1. Fair Housing Intake 2. Prepare Seminar Curricula 3. Advertise and Host Seminar 4. Prepare & Submit Quarterly Report	12/15/2021

5. **BUDGET** - This Budget Proposal provides the necessary costs associated with the above proposed project. FHRC will report every quarter and will submit quarterly invoices with the reports. Costs for the Project have been itemized in the Budget Proposal below:

Category	Ashtabula County	In-Kind	Total Project Costs
Direct Labor	\$2,400.00		\$2,400.00
Direct Expenses:			
Seminar Expenses: Materials – Qty. (2) Includes: Marketing and Venue Rental	\$1,500.00		\$1,500.00
Billboard Advertisement – Setup and Delivery	\$1,600.00*		\$1,600.00
Office Expenses	\$100.00		\$100.00
Total	\$5,600.00		\$5,600.00

Direct Labor – Cost for Staff to prepare curricula and attend seminars, answer phones, attend meetings, create advertising, prepare final report, and other necessary tasks.

*Digital Billboard at \$1,200.00 a month and depending upon availability

****Option – Digital Billboard at \$1,200.00 a month.**

8-24-21
2021-324

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 year 2021 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:

NWS 2701.511.531-650.0121; not to exceed \$5,600.00

Agreement Title: Contractor Agreement for Fair Housing Resources CDBG PY19

Between: Fair Housing Resource Center, Inc. and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: 8/19/21