

RESOLUTION APPROVING GRANT STRATEGY SERVICES AGREEMENT WITH JON THOMAS CONSULTING FOR PROFESSIONAL CONSULTING SERVICES RELATING TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY DCFC GRANT OPPORTUNITY FOR MULTIPLE CHARGING STATIONS

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

Party: Jon Thomas Consulting, 19885 Detroit Road, Cleveland, OH 44116

Scope: agreement to provide professional strategy consulting services to Ashtabula County, in the development of the Ohio Environmental Protection Agency DCFC Grant opportunity for multiple charging stations to be located within Ashtabula County.

Cost: Not to Exceed, \$19,500.00

Term: Begins upon signing and terminates May 31, 2022; 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 the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-78

January 25, 2022

**RESOLUTION APPROVING GRANT STRATEGY SERVICES AGREEMENT WITH
JON THOMAS CONSULTING FOR PROFESSIONAL CONSULTING SERVICES
RELATING TO THE OHIO ENVIRONMENTAL PROTECTION AGENDA DCFC
GRANT OPPORTUNITY FOR CHARGING STATION PROJECT**

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

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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

GRANT STRATEGY SERVICES AGREEMENT

This Agreement, entered into and made effective upon passage of a Resolution of the Board of County Commissioners as referenced on the last page, is hereby entered into by and between the Board of Commissioners of Ashtabula County, Ohio (hereinafter referred to as the "County"), a governmental body having its principal place of business at 25 West Jefferson Street, Jefferson, Ohio 44047, and Jon Thomas Consulting (hereinafter referred to as "JTC"), with principal place of business located at 19885 Detroit Road, Cleveland, Ohio 44116. The County desires and agrees to engage the services of JTC to provide professional grant strategy consulting services based upon the County's own due diligence and accord relating to certain strategy and grantmaking endeavors within Ashtabula County.

The County and JTC, collectively the parties hereto, agree to a *Scope of Work* (Exhibit A) herein to be performed by JTC and in consideration or payment therefore to be provided by the County as outlined and described further in the *Additional Provisions* (Exhibit B). Under this agreement the Designated Program Manager for each party shall be **Mr. Jon Kozesky, Principal and CEO** on behalf of JTC; and **Hon. Casey Kozlowski, County Commissioner** on behalf of the County.

The parties agree to a project term commencing immediately upon passage of a Resolution of the Board authorizing the services described herein and terminating not later than **May 31, 2022**. Exhibits A and B are incorporated herein and made part of this Agreement.

Exhibit A – Scope of Work

JTC will serve at the pleasure and discretion of the County. The responsibilities and services may be subject to change from time to time depending on project need, and written agreement of both parties. However, in general JTC will be tasked with and expected to deliver upon the following to the County:

- Work with County officials in the development and implementation of Ashtabula County's electric vehicle recharging station fundraising strategy;
- Develop and execute the Ohio Environmental Protection Agency DCFC Grant opportunity due January 31st for four (4) Ashtabula County sites, including, but not limited to: project narrative, budget, needs assessment, and feasibility.
- Conduct research, analyze data and compile reports on alternative prospective funding opportunities for Ashtabula County's electric vehicle initiatives;
- Perform other pertinent services as requested by the Board of Commissioners and agreed upon in writing by JTC; this includes, but is not limited to, requisite follow-up documentation and/or meetings with funding agency(ies) should funding be awarded, as well as pertinent funding project reporting as required by the respective funder(s).

Exhibit B – Additional Provisions

CONSIDERATION. In consideration for the professional services performed by JTC, the County agrees to pay a lump sum fee in the amount not-to-exceed **Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00 USD)**, basis for which shall be the billable hourly rate for professional services of One Hundred Fifty Dollars (\$150 USD) per hour for an estimated 30 hours of work. In addition, the County hereby agrees to pay JTC a stipend for related administrative costs in the amount of **Fifteen Thousand and 00/100 Dollars (\$15,000.00 USD)** resulting from the work of JTC should grant funds be secured. If JTC is to



exceed 30 hours, there will be no additional fees added to the prior agreed upon lump sum fee. If funding is not awarded, the County is under no obligation to provide additional compensation above and beyond the initial aforementioned lump sum fee. It is understood by both JTC and the County that funding requested from certain entities may not consider administrative costs such as those described herein as eligible for reimbursement under conditions of a grant agreement; therefore, the County understands and agrees to a maximum \$19,500.00 fee commitment for the services provided herein.

INVOICING. JTC will invoice the County at the date of grant submission for the lump sum fee. The administrative stipend will be invoiced subsequent to notice to proceed for grant disbursement, which is anticipated to take place within fiscal year 2022 for Fiscal Certificate purposes.

ATTORNEY FEES. For the purposes of this Agreement, this Section is not being used.

INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed that JTC is at all times acting and performing as an independent contractor with, and not the employee of, Ashtabula County, and that no act or failure to act by any party hereto shall be construed to make or render the other party its partner, joint venturer, employee or associate. JTC shall not have any claim under this Agreement or otherwise against Ashtabula County for workers' compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits, social security benefits, any other employee benefits, coverage for health, accident, disability or life insurance or payment of any federal, state or local taxes, including but not limited to, FICA and FUTA, all of which shall be the sole responsibility of JTC. JTC shall indemnify and hold harmless Ashtabula County for any and all loss or liability, if any, arising out of or with respect to any of the foregoing benefits or withholding requirements.

TERMINATION.

a) **Termination Prior to the Expiration of the Term.** This Agreement shall terminate with written consent by the other party. In the unlikely event that the contract were to terminate prior to project completion, JTC will invoice only for the hours incurred at the prior agreed upon rate, not to exceed the prior agreed upon flat fee amount.

b) **Effect of Termination: Payments.** Upon the termination, whether upon its natural expiration or not, except for any outstanding payment due and payable to JTC *for services rendered*, all of the rights and obligations of the parties hereunder shall terminate, effective as of the date of termination.

AGREED TO: In consideration hereof, both parties agree to the terms and conditions set forth herein and affix their signatures below.



JON THOMAS CONSULTING, LLC

By: _____

Jon T. Kozesky
President

Date: _____

**BOARD OF COMMISSIONERS
COUNTY OF ASHTABULA, OHIO,**

By: [Signature]

Hon. J. P. Ducro IV
President of the Board

By: [Signature]

Hon. Kathryn Whittington
Commissioner

By: [Signature]

Hon. Casey Kozlowski
Commissioner

RESOLUTION No. 2022- 78 , Passed 1/25/2022
(Effective Date of the Agreement)

APPROVED AS TO LEGAL FORM:

[Signature]

Colleen M. O'Toole, Esq.
Prosecuting Attorney, Ashtabula County

