

RESOLUTION AUTHORIZING ODYS YOUTH SERVICES GRANT PROJECT CONSULTING AGREEMENT WITH KLW AND ASHTABULA AND TRUMBULL JUVENILE COURTS FOR THE FY 2022 ODYS YOUTH SERVICES GRANT FOR JUVENILE COURT

WHEREAS, Andrew Misiak, Court Administrator for the Ashtabula County Juvenile Court, has submitted a consulting agreement with KLW as part of the FY2022 Ohio Department of Youth Services (ODYS) grant for Juvenile Court, for the approval of the Board, to-wit:

Purpose: Consulting Agreement between KLW and Ashtabula and Trumbull Juvenile Courts to supply consulting services for the SOGIE Project as part of the ODYS Youth Services Grant for the amount Not to Exceed \$12,000 to be paid through the Grant retroactive to 02/01/2022 and ending 12/31/2022.

WHEREAS, the agreement has been reviewed and it is found that such an agreement would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the agreement is hereby approved and is to be made to the Ohio Department of Youth Services for the FY2022 Youth Services Grant in accordance with a copy of said agreement 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. 2022-102

February 17, 2022

**RESOLUTION AUTHORIZING ODYS YOUTH SERVICES GRANT PROJECT
CONSULTING AGREEMENT WITH KLW AND ASHTABULA AND TRUMBULL
JUVENILE COURTS FOR THE FY 2022 ODYS YOUTH SERVICES GRANT FOR
JUVENILE COURT**

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

Consulting Agreement

This CONSULTING AGREEMENT ("Agreement") is made and entered into as of January 15, 2022, by and between KLW Consulting ("KLW") and Trumbull and Ashtabula County Juvenile Courts ("Client"). KLW and Client are hereinafter also referred to collectively as the "Parties" and individually as a "Party."

The Parties hereby agree as follows:

Consulting: During the term of this Agreement, on the terms and conditions hereafter set forth, Client retains KLW to provide certain services and duties outlined in this Agreement.

Scope of Work:

- KLW will review and provide best practice guidance for the addition of sexual orientation and gender identity and expression to client non-discrimination and/or youth rights policies
- KLW will review and provide best practice guidance for the creation of a confidentiality policy around SOGIE data, both internal and external, for the young person
- KLW will provide best guidance on number of data fields and drop down menu choices
- KLW will provide best guidance on the language to accompany those data fields and drop down menu choices
- KLW will provide best practice guidance for procedure development around collecting SOGIE demographic information, including guiding principles
- KLW will customize a train the trainer for client's trainer(s) for staff in general, up to four 90 minute sessions virtually or 6 hours in-person (COVID-19 protocol dependent)
- KLW will work with trainer to customize training for interviewers, up to two 90 minute sessions virtually or 3 hours in-person (COVID-19 protocol dependent)
- KLW will provide client access to quarterly 45 minute NED SOGIE data collection county check ins where successes, challenges, and next steps are discussed
- KLW will also be available by text or email

Term: The term shall begin February 1, 2022 and end on or about December 31, 2022.

Compensation: Client, by and through the Ashtabula County Juvenile Court, will pay KLW the sum of \$12,000 upon the completion of services under this agreement.

Termination:

Client or KLW may terminate this Agreement at any time upon 21 days' written notice. Each Party reserves the right to determine whether or not to continue with the Agreement beyond the specified term, in which case, a new agreement or an extension of this agreement shall be executed by the Parties.

Invoices:

Invoices for work performed under this Agreement shall be addressed to:

Andrew Misiak
Court Administrator
Ashtabula County Juvenile Court
3816 Donahoe
Ashtabula, OH 44004

Relationship:

KLW will at all times be an Independent contractor and not an employee of Client. The engagement of subcontractors or other third parties by KLW must be approved by Client in writing prior to such third parties performing any services for Client or receiving confidential information of Client.

Because KLW is an Independent contractor, Client acknowledges and agrees that KLW may provide services to other clients, and KLW shall be under no obligation to disclose such clients or services to Client.

Efforts:

During the term of this Agreement, KLW shall devote such time as necessary and will use KLW's best efforts to advance the business and welfare of Client pursuant to this Agreement. KLW shall not take any action against the best interest of Client. KLW shall perform faithfully and competently such duties as are assigned pursuant to this Agreement and in accordance with the highest professional standards.

Ownership:

KLW acknowledges that by the nature of the work to be performed under this Agreement, KLW will be exposed to Confidential Information belonging to Client. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product or service plans, customer or client lists, developments, processes, designs, drawings, marketing, finances, or other business information disclosed to KLW by Client either directly or indirectly in writing, orally, or by drawings or observation. "Confidential Information" does not include any of the foregoing items which (i) have been published or is otherwise readily available to the public other than by breach of this Agreement; (ii) have been rightfully received by KLW from a third party without confidential limitations; (iii) have been independently developed for KLW by personnel or agents having no access to

Confidential information; or (iv) were verifiably known to K LW prior to its first receipt from Client. Client acknowledges and agrees that K LW may incorporate non-Confidential Information into presentations and training materials for other clients, and such presentations and training materials will be and remain the sole property of K LW.

K LW represents and warrants that all work produced under this Agreement is original and does not infringe on the intellectual property rights of any other person or entity.

This section shall survive termination of this Agreement.

Governing Law:

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles. THE PARTIES HEREBY IRREVOCABLY AND KNOWINGLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. The Parties agree that any such action or proceeding shall be tried before a court and not a jury. The Parties hereby irrevocably and unconditionally submit to the jurisdiction of the Courts of the State of Ohio located in Trumbull and Ashtabula County and the United States District Court for the Northern District of Ohio and agree that any legal action or proceeding relating to this Agreement may be brought in such courts. The Parties shall not bring any action relating to any dispute arising under or related to this Agreement more than one (1) year after the accrual of such dispute. If any dispute arises between the Parties with respect to the matters covered by this Agreement that leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

Compliance with Law:

Each Party agrees that it will comply with all applicable laws, regulations, treaties and conventions and, to the extent applicable, the United States Foreign Corrupt Practices Act.

Indemnification:

K LW agrees to indemnify and hold harmless Client and its respective employees, representatives, and agents, from any and all liability, loss, damage, cost or expense, including reasonable attorneys' fees and expenses, paid or incurred by reason of K LW's breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of K LW's intentional or negligent conduct relating to the performance of this Agreement.

Severability:

The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any provisions shall not affect the validity and enforceability

of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Notices:

All notices and other communications pursuant to this Agreement should be in writing and shall be delivered either personally, by email transmission, by a commercial overnight delivery address, or by certified mail, postage prepaid. Any such delivery shall be deemed given when so delivered: (a) personally, upon such service or delivery; (b) if sent by email transmission, on the day so transmitted, if the sender receives written confirmation (which may be in electronic form) to the receiver that the communication was received; or (c) if sent by commercial overnight delivery service or certified mail, on the date reflected by such service as delivered to the address. In each instance, such notice or communication shall be addressed to the Parties at the following addresses or to such other address or to such other person as the parties shall have designed by written notice as provided herein:

In the case of KLW:

Kim Walter
KLW Consulting
1465 Lake Shore Dr. Unit A
Columbus, OH 43204
419-410-0156
Kim@klwconsultllc.com

In the case of Client:

Andrew Misiak
Court Administrator
Ashtabula County Juvenile Court
3816 Donahoe
Ashtabula, OH 44004
almisiak@ashtabulacounty.us

Stacy Ziska
Juvenile Court Administrator
Trumbull County Court Administrator
222 S. Main St.
P.O. Box 1209
Warren, OH 44482
jcziska@co.trumbull.oh.us

This Agreement constitutes the complete and exclusive statement of the Agreement between KIW and Client and supersedes all prior proposals (oral or written) and all other communication between KIW and Client relating to the subject matter of this Agreement. This Agreement may only be amended, or any provision waived, by written agreement executed by each Party.

KIW Consulting

By: Kim Weiter

Name: Kim Weiter

Title: CEO

Date: 01/06/2022

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 17th day of February, 2022.

WITNESS:



**Ashtabula County Common Pleas Court
Juvenile Division**

By Albert J. Campese
Albert Campese
Judge

Ashtabula County Commissioner

By [Signature]
Commissioner

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 24 day of Jan 2022.

WITNESS;

[Handwritten signatures]
Suzanne
Carol Anderson

Trumbull County Common Pleas Court
Juvenile Division

By *[Signature]*
Sandra Stable Harwood
Administrative Judge

By *[Signature]*
Samuel F. Bluedorn
Judge