

Sponsor: John Peters/Ryan Peters

RESOLUTION NO. 16-20

A RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO TO ENTER INTO AN AGREEMENT WITH OHIO FIRST RESPONDERS GRANTS, LLC TO WRITE AND SUBMIT APPLICATIONS FOR GRANT FUNDS TO BE USED BY THE JACKSON FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City administration has determined retaining the services of a professional grant writer, Ohio First Responders Grants, LLC, will increase the likelihood that the City Fire Department will receive certain grants; and

WHEREAS, Ohio First Responders Grants, LLC is uniquely qualified to write and submit two grant applications for the combined cost not to exceed \$4,000 plus 5% of the grant amount if the application is successful, as set forth in the agreement attached hereto; and

WHEREAS, this matter constitutes an emergency which is necessary for the preservation of the public's health, safety and welfare as a timely application will increase the odds of an award and it is necessary that the preparation of the application begin at the earliest possible date.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

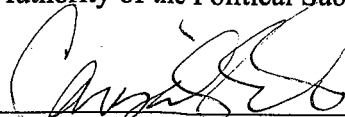
Section 1. The legislative authority of the City of Jackson hereby authorizes the Director of Service and Public Safety, being the executive head of the Fire Department, to enter into the agreement attached hereto for the professional services of Ohio First Responders Grants, LLC.

Section 2. This matter is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio, for the reasons set forth herein, in order to maintain the safety of the City and its residents.

Section 3. In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, wherein meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 26
day of May, 2020.



President of Council

ATTEST:

Cindi R. Kuhns
Clerk of the Legislative Authority

Approved this 26 day of May, 2020.

R. M. Williams
Mayor



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GRANT APPLICATION WRITING

This Grant Application / Project Writing Agreement (the "Agreement") is entered into by **Ohio First Responder Grants, LLC** (the "Company") and the **City of Jackson (Jackson County, Ohio)** (the "Agency") (collectively, the "Parties") as follows:

BACKGROUND

A. The Agency would like to retain the Company to write and submit Two (2) separate grant projects to the Fiscal Year 2020 Assistance to Firefighters Grant program.

B. The Parties now memorialize their agreement to retain the Company's grant writing services as follows:

AGREEMENT

1. Scope of Services. The Company agrees to perform the following services on behalf of the Agency:

a. *Grant Application Writing Services.* The Agency agrees to have the Company write grant applications for the following grants (the "Grant Application Writing Services"):

Application #1 - Operations and Safety - Equipment - Rescue / Extrication Tools

The Agency has requested that a grant application be written to accommodate the procurement of various types of Rescue & Extrication Tools. All items requested are to be compliant with all applicable and currently accepted NFPA 1936 standards.

Application #2 - Operations and Safety - PPE - Self-Contained Breathing Apparatus

The Agency has requested that a second grant application be written and submitted for the purpose of procuring Self-Contained Breathing Apparatus. The requested PPE shall be compliant to all currently accepted NFPA 1981 2018 edition standards.

2. Compensation. The Agency agrees to provide the following compensation to the Company:

a. *Hourly Rate for Grant Application Writing Services.* The Agency will compensate the Company at a rate of One Hundred and Fifty Dollars (\$150.00) per hour not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) for the first grant project requested, and One Thousand Five Hundred Dollars (\$1,500.00) for each additional project requested. The total fee charged to the Agency also includes the online entry of the projects.

b. *Successful Award Bonus.* The Agency will compensate the Company at an amount equal to Five percent (5%) of the total amount of federal funding awarded to the Agency. These bonus amounts shall be paid out of existing funds and cannot be taken out of the grant award itself.

c. *Due Date for Invoices.* The Agency will pay the Company all compensation due no later than thirty (30) days after receipt of an invoice. The Company may assess a penalty in the amount of fifteen percent (15%) of the invoiced amount for all invoices paid later than ten (10) days after the due date printed on the invoice. Any penalty amount that the Company assesses will not be counted toward the maximum amount per application contained in Section 2(a) above.



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3. No Guarantees. The Parties agree and understand that the Assistance to Firefighters Grant program application process is extremely competitive and that the Company cannot make any guarantee of acceptance or award of the grant applications. The Company assumes no liability to the Agency, or to anyone who may claim any right due to any relationship with the Agency and the Agency agrees to hold OFRG harmless for any unsuccessful application.

4. Rewrite for Unsuccessful Projects. If any or all the Agency's projects are unsuccessful, the Company agrees to rewrite and resubmit the same project(s) in the immediately following AFG cycle. This task will be completed at a per project cost of One Thousand Five Hundred Dollars (\$1,500.00) with the amount of One Thousand Dollars (\$1,000.00) per project immediately refunded to the agency upon receipt.

5. Duration and Termination of Agreement. This Agreement shall remain in effect until the Company has completed all Grant Application Writing Services, and other tasks agreed upon by the Parties. However, either Party may terminate this Agreement at any time, and for any reason, by giving the other Party at least thirty (30) days of notice. The Agency understands that terminating this Agreement does not release it from payment for services that the Company has already completed. The Agency further understands that it may be required to pay the Company an automatic Five Hundred Dollar (\$500.00) cancellation fee, for each grant project, if it arbitrarily terminates this Agreement without reasonable cause.

6. Miscellaneous. The Agency agrees to be bound by the miscellaneous provisions below addressing the interpretation, amendment, and enforcement of this Agreement:

a. Assignment. The Company shall have the right to assign this Agreement to any successors or assigns, including through operation of law, and all covenants, terms, and conditions shall transfer to and be enforceable by those successors or assigns. The Agency may not assign this Agreement.

b. Integration Clause. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties, whether written or oral.

c. No Amendment. This Agreement may not be modified or amended in any way except in a writing signed by both a duly authorized representative of the Agency and a duly authorized representative of the Company with actual authority to execute such a document.

d. No Waiver. Any non-enforcement, or delay in enforcement, of any provision of this Agreement by the Company will not operate or be construed as a waiver of the Company's right to strictly enforce this Agreement to its fullest extent in the future. Furthermore, the provisions of this Agreement may not be waived except in a written document signed by both a duly authorized representative of the Agency and a duly authorized representative of the Company with actual authority to execute such a document.

e. Choice of Law and Venue. This Agreement shall, in all respects, be construed in accordance with the laws of the State of Ohio without regard to the principles of the conflicts of law. Additionally, any cause of action for breach of this Agreement, or for a declaratory judgment on the obligations contained in this Agreement, shall be brought only in the state or federal courts serving Jackson County, Ohio. The Agency expressly consents to this exclusive venue and expressly concedes that these courts shall have personal jurisdiction over the Agency.



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f. *Severability.* If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, void, or otherwise unenforceable, then the remaining provisions of this Agreement will remain in effect and shall be fully enforced.

g. *Notices.* Where this Agreement requires that a Party provide written notice to the other Party, the notifying Party shall use the following contacts.

h. *Confidentiality.* All information and work products provided to the Agency must be kept strictly confidential, unless otherwise required to disclose by applicable law or court order. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that The Confidential Information to be disclosed can be described as and includes: Grant narrative(s), Grant Applications, Invoices, Business related drafted or designed materials, technical and business information relating to proprietary ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

Company: Ohio First Responder Grants, LLC
c/o Mickey Smith
P. O. Box 1326
Powell, Ohio 43065

Agency: City of Jackson
c/o Administrator David Swackhammer
145 Broadway Street
Jackson, Ohio 45640



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IN WITNESS WHEREOF, the undersigned representatives of the Parties understand and acknowledge that they have read and agree to the terms and conditions of this Agreement on this ____ day of _____, 2020.

THE COMPANY:

Signature

Title

Date

THE AGENCY:

Signature

Title

Date

THE AGENCY:

Signature

Title

Date

THE AGENCY:

Signature

Title

Date

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 2020, at the City of _____, County of _____, State of _____.

Notary Signature and Seal