

**BOARD OF TRUSTEES
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO**

RESOLUTION NO. 16-08

APPROVING AN AGREEMENT WITH OHIO FIRST RESPONDER GRANTS, LLC

The Board of Trustees of Jefferson Township, Montgomery County, Ohio met in work session on the 18th day of January, 2016 at 7:00 p.m. at the Township offices, located at One Business Park Drive, Dayton, with the following members present:

Roy Mann x Mary Johnson x James McGuire x

Trustee Johnson moved for the adoption of the following resolution:

WHEREAS, the Jefferson Township Board of Trustees desire to provide adequate EMS and fire protection for the residents of Jefferson Township, and

WHEREAS, The Jefferson Township Fire Department desires to engage the services of First Responder Grants, LLC to successfully complete and submit four grant applications to the Federal Emergency Management Agency for the Assistance to Firefighter Grant program

NOW, THEREFORE BE IT RESOLVED:

Section 1. The Jefferson Township Board of Trustees approves the following agreement with Ohio First Responders Grants, LLC:

AGREEMENT

This Agreement ("the Agreement") is entered into between Ohio First Responder Grants, LLC ("OFRG" or "Grant Writer") and the Jefferson Township (Montgomery County, Ohio) Board of Trustees ("the Township") (collectively, "the Parties") as follows:

BACKGROUND

WHEREAS, the Jefferson Township Board of Trustees desires to engage the services of Ohio First Responder Grants, LLC to successfully complete and submit four (4) grant applications to the Federal Emergency Management Agency (hereinafter, "FEMA") Assistance to Firefighters Grant program (hereinafter, "AFG"); and

WHEREAS, Ohio First Responder Grants, LLC Consultant desires to consult with the legislative authority, elected executive official, and administrative officers of the Jefferson Township Board of Trustees, and to undertake for the Township the successful completion and submission of four (4) grant applications to the FEMA/AFG funding program and consultation as to the direction of certain functions in management of said grant;

Accordingly, the Parties now wish to enter into this Agreement providing consideration to OFRG in exchange for grant writing, application, consulting and management services by the OFRG, and other material terms.

In consideration of the promises to one another contained in this Agreement and contingent upon execution of this Agreement by OFRG and the Township/requesting Agency, the Parties agree as follows:

1. **Scope.** The grant funding to be requested is categorized as follows:

Operations and Safety – It has been requested by the fire chief that this grant be written to reasonably accommodate the procurement of a complete set of NFPA Self Contained Breathing Apparatuses. One "complete set" is defined by FEMA as the following: one (1) SCBA frame and air cylinder, one (1) additional air cylinder, and one (1) face piece. All components *shall* be compliant to **current** NFPA standards. The fire chief is aware that per AFG guidelines, SCBA's are awarded on a one for one basis, to

a total of the declared number of riding positions on all primary apparatus. The fire chief has also requested that a **second** grant application be written for the sole purpose of procuring several sets of NFPA compliant structural firefighting gear. The definition of a complete set of gear shall include the following: 1 (one) helmet, hood, turnout coat, suspenders and pants. The set shall also include 2 (two) gloves and boots. The fire chief has also requested that **third** grant application be written in order to replace obsolete cardiac monitors. The specifications shall be supplied by the Agency for the purposes of included technology for each cardiac monitor. The fire chief has additionally requested that a **fourth** grant application be written in order to procure automated powered ambulance cots with automated load systems. The specifications shall be supplied by the Agency for the purposes of included technology and amenities. In accordance with federal mandates from the AFG guidance division, the details and specifications of the requested equipment **shall** be presented to a **minimum** of two (2) separate manufacturers for quotation and is the sole responsibility of the fire chief or his designee. Once the specification, quotation have been completed, all pertinent paperwork, specifications, and manufacturer pricing shall then be forwarded to the Grant Writer, without delay. Once the proper paperwork is in the hand of the Grant Writer, he will then prepare a grant narrative. Once the grant submission is completed and successfully electronically transmitted to the FEMA/AFG web site, it will become the responsibility of the fire chief or his designee to maintain the status and security of the online submission.

2. **Compensation Plan.** OFRG shall be compensated at a rate of one hundred and fifty dollars (\$150.00) and no cents per hour not to exceed two thousand five hundred dollars (\$2,500.00) and no cents for the first grant application and one thousand five hundred dollars (\$1,500.00) and no cents for each of the remaining three (3) grant applications requested. The sum total of the entire project (four (4) total grant applications) shall not exceed the quoted maximum of seven thousand dollars (\$7,000.00) and no cents. The time allotment applies ONLY to the writing and submission of the grant application. It does not apply to the online management and correspondence with the Assistance to Firefighter Grant staff. Further fees will be assessed on a quarter hour basis, based upon mutually agreed upon tasks. The quarter hour compensation rate shall be thirty-seven dollars and fifty cents (\$37.50)

OFRG shall be compensated at a rate of Fifty cents (\$0.50) per mile for all necessary travel mileage accumulated throughout the grant process (excluding the initial grant consultation and assessment). The definition of travel includes, but is not limited to actual mileage traveled to and from the requesting department as well as any additional travel mileage accumulated during the discharge of this process.

All compensation for work completed will be due no later than Thirty days (30) after receipt of any invoice from OFRG. Once submitted to the AFG Program Office, a unique application number will accompany each separate grant application. This unique number is assigned AFTER the grant application is submitted to the Assistance to Firefighters Grant Program Office. This application number will be used as reference for all correspondence with the agency that is signing this agreement. Based on the number of projects, it is unknown (at this time) whether FEMA will assign four (4) separate application numbers or if they will all be carried under the same number.

No, we will manage our own grant application Date: 01/04/2016

The Agency has opted to manage their own grant application and/or award.

3. **Administration of Grant.** The Parties agree that any successful grant shall be administered pursuant to a management protocol addendum prepared by OFRG and provided to the Agency by OFRG, which shall define the management of the grant and describe the duties of the fire chief or his designee, and be incorporated into and made a part of this Agreement.

4. **Term.** The respective duties and obligations of the Parties shall be for a period of 365 days, commencing on _____, 2015, and may be terminated or extended by either party giving thirty (30) days' written notice to the other party at the following addresses, and duly communicated to the party giving notice.

**Grant Writer: Ohio First Responder Grants, LLC
c/o Mickey Smith, Senior Grant Consultant
P. O. Box 1326
Powell, Ohio 43065**

**Agency: Jefferson Township Fire Department
Chief Larry Sexton
1 Business Park Drive
Dayton, Ohio 45417**

5. **Liability.** With regard to the services to be performed by OFRG pursuant to this Agreement, the Parties agree and understand that the FEMA/AFG process is extremely competitive and no guarantee of acceptance of the grant application or award is expected or promised by this Agreement. OFRG 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.
6. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Montgomery County, State of Ohio. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
7. **Entire Agreement/Merger of Agreements.** The Parties agree that the foregoing constitutes the entire agreement among them, and that there exist no other agreements, oral or written, express or implied, relating to any matters covered by this Agreement. This Agreement may only be changed in writing signed by both Parties hereto.
8. **Cancellation / Revocation of Agreements.** The Parties may, with thirty (30) days of prior written notice cancel or revoke this agreement. The Party electing to enact this clause must show good cause for doing do in writing. The parties understand that cancellation or revocation of this agreement does not release them from payment for work that has already been completed under the scope of this agreement. The Parties further understand that an automatic \$500.00 (five-hundred dollar) cancelation fee will apply regardless of the status of the scope of work covered under this agreement.

Section 2. The Township Administrator is authorized and directed to execute this agreement and any other documents necessary for the execution of this agreement.

Trustee McGuire seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

Roy Mann (**yes**) Mary Johnson (**yes**) James McGuire (**yes**)

Adopted: 18th day of January, 2016

Attest:


Tracey Edwards, Fiscal Officer

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