



## **MIAMI VALLEY FIRE DISTRICT**

**Board of Trustees Meeting Agenda**

**October 10, 2024**

**8:00 a.m.**

### **Call to Order**

### **Pledge of Allegiance**

### **Roll Call**

### **Approval of Minutes**

Motion to approve the regular Meeting Minutes of September 19, 2024

### **Public Comment**

A citizen desiring to speak on agenda items or items not on the agenda may do so under public comment. Comments are limited to five minutes and the Fire District Board of Trustees may not take immediate action. However, items introduced under public comment may become agenda items for later meetings.

### **Consent Agenda**

Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote of consent. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

### **Expenses**

Approve the Fire District September expenses beginning with check # 19868 and ending with check # 19913.

1. Consent Agenda Motion  
A motion to approve the Consent Agenda.

### **Old Business**

None

## **New Business**

1. Motion

A motion to suspend using the unclaimed money fund.

*Presented by Elyse Martin*

2. Resolution No. 2024-16

A resolution authorizing the Fire Chief of Miami Valley Fire District, Ohio to enter into a Grant Application/Project Writing Agreement with Ohio First Responder Grants, LLC for the purpose of writing and submitting two (2) separate grant projects to the Fiscal Year 2024 Assistance to Firefighters Grant Program.

*Presented by Chief Johnson*

## **Chief's Report**

## **Operational Oversight Committee Comment**

## **Trustee Comment**

## **Adjournment**



**MIAMI VALLEY FIRE DISTRICT  
BOARD OF TRUSTEES  
MEETING MINUTES  
September 19, 2024**

**Call to Order**

President Stalder called the Miami Valley Fire District meeting to order at 8:00 a.m. and led the Pledge of Allegiance.

**Roll Call**

The following Trustees were present: John Stalder, Ann-Lisa Allen, Frank Fritsch, and Greg Bell. The following staff members were present: Chris Snyder, Emily Christensen, Steve Johnson, Brandon Barnett, Jennie Harover, and Elyse Martin.

A motion was made by Ms. Allen, seconded by Mr. Fritsch, to excuse Mr. Posey. Motion carried.

**Meeting Minutes**

A motion was made by Ms. Allen, seconded by Mr. Fritsch to approve the Regular Meeting minutes of June 13, 2024. Motion carried.

**Public Comment**

Bob Spirk, President of Local 1832, stated that there has many a tremendous amount of hiring and back filling of employees recently. He appreciates everyone's commitment and ability to work together to keep the District's daily staff counts up. He congratulated each of the new hires as well as Lt. Clark for his promotion and thanked everyone for coming out to show their support.

**Consent Agenda**

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to approve the Consent Agenda as presented. Motion carried.

**Old Business**

None

**New Business**

Chief Johnson presented **Resolution No. 2024-12**. The resolution authorizes the Fire Chief to invoice the City of Clayton, Ohio Fire Department in the amount of \$1,500.00 for the structural firefighting coat and pants of former employee Robert Emmer-Lovell. Both the coat and pant are of limited size and Miami Valley Fire District feels it would be within their best interest to sell this gear to the City of Clayton Fire Department at fair market value.

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to read Resolution 2024-12 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

**A RESOLUTION AUTHORIZING THE SALE OF STRUCTURAL FIREFIGHTING COAT AND PANTS TO THE CITY OF CLAYTON, OHIO FIRE DEPARTMENT.** A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adopt Resolution 2024-12. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

Elyse Martin presented **Resolution No. 2024-13.** The resolution shows the property tax rate to be levied and the estimated property tax revenues to be generated in 2025. Based on County estimates, they have estimated a 1% increase over amounts from last year.

A motion was made by Ms. Allen, seconded by Mr. Fritsch, to read Resolution No. 2024-13 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.** A motion was made by Ms. Allen, seconded by Mr. Fritsch, to adopt Resolution No. 2024-13. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

Chief Johnson presented **Resolution No. 2024-14.** The resolution will authorize the Fire Chief to enter into an agreement with HRE, LLC, dba Tenzinga for a web-based employee performance management system. This system will allow supervisors to enter employee performance information into a comprehensive system that includes mentoring, counseling, coaching, assessment and team member diagnosis.

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to read Resolution No. 2024-14 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye and Mr. Fritsch aye. Motion carried.

**A RESOLUTION AUTHORIZING THE MIAMI VALLEY FIRE DISTRICT TO ENTER INTO AN AGREEMENT WITH HRE, LLC DBA TENZINGA FOR EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM AND LEADERSHIP DEVELOPMENT TRAINING.** A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adopt Resolution No. 2024-14. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye.

Chief Johnson presented **Resolution No. 2024-15.** The resolution will authorize the Miami Valley Fire District Clerk to enter into a professional services agreement with Medicount Management, Inc. for emergency medical billing services. After careful review and evaluation of three submissions following a request for proposals, Medicount Management, Inc. has been selected as staff's recommendation as a third-party administrator for EMS billing services to commence immediately and continuing for a contracted period of three (3) years.

A motion was made by Ms. Allen, seconded by Mr. Fritsch, to read Resolution No. 2024-15 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

**A RESOLUTION TO AUTHORIZE THE MIAMI VALLEY FIRE DISTRICT CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE DISTRICT WITH MEDICOUNT MANAGEMENT INC FOR EMERGENCY MEDICAL BILLING SERVICES COMMENCING ON SEPTEMBER 19, 2024.** A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adopt Resolution 2024-15. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

### **Chief's Report**

Chief Johnson commented that the District has received an unofficial notice that the submitted grant for a brush truck and gear extractor will not be approved. To that end, the District does plan on submitting a 2025 grant for the same items. That grant will be a shared cost of approximately \$21,000 and the District will receive a reduced price on the writing of this new grant. The District's open house was a great success. In years past, the District has offered each station to be open to the public on different days but always had limited attendance. This year's decision to have one large open house allowed the District to offer multiple activities including bounce houses, a demonstration burn and the landing of Care Flight. Chief Johnson offered kudos to BC Renk and AC Barnett, as well as all staff who volunteered at the event, for a job well done. The District's newest fire engine is still scheduled to arrive in the first part of December. Once here, it will be sent out for equipment fittings and graphics. It is planned to be in service by the first of the year. The Lieutenant process has been completed with a very impressive list that will be in place for two years. Candidates went through interviews, testing and assessment to build this list and he congratulated everyone who put forth the efforts of this process. Eleven applications were received for the Assistant Chief of Operations position. Interviews were held with five candidates and two have made the final cut. Chief Johnson is hoping to have the final offer extended by the end of next week. Station 55 will be getting a few minor upgrades including more privacy in the bunk room and upgrades to the shower area. The District's first podcast has been released and he is excited about what is to come with future releases. The District's live burn is scheduled for October 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup>. If any of the Board is interested in "suiting up" and joining the group, they welcome them to join in. Chief Johnson passed along his sincerest condolences to the family and friends of Tom Long. Mr. Long was a long-time EMS instructor and touched the lives of many crew members throughout the area.

### **OCC Report**

Mr. Snyder congratulated each of the new hires as well as Lt. Clark. He appreciates all of the family and friends that came out this morning to witness their oaths of office and celebrate with them.

### **Trustee Report**

Mr. Bell thanked the District for being at the recent triathlon. He was able to see the new UTV that purchased through funds donated by the Gary Sinise Foundation and it is a great addition to the District.

Ms. Allen congratulated the new hires and thanked everyone who came out to the District's open house. The event was a great reflection of the district's commitment to their community. She is very excited about the podcast and is looking forward to seeing what comes next.

Mr. Fritsch congratulated the new hires and thanked all of their family and friends in attendance. He was impressed by the size of the crowd here this early on a Thursday morning.

Mr. Stalder congratulated the new hires and thanked everyone for attending. He appreciates the District's open house event and reminded everyone that keeping the District visible to their community will make them successful.

**Executive Session**

A motion was made by Mr. Fritsch to recess to an executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, and Mr. Fritsch aye. Motion carried.

The Board recessed into executive session at 8:36 am.

The Board returned to regular session at 8:52 am.

**Adjournment**

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adjourn the meeting at 8:53 a.m. Motion carried.

Respectfully submitted,

Jennifer Harover

Secretary

# Complete Check Report - MIAMI VALLEY FIRE DISTRICT

## Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
019868		A	0009600	AIRGAS USA LLC	09/05/2024	603.81
019869		A	0000120	ALCOR SUPPLY AND FIXTURE CO	09/05/2024	158.25
019870		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	09/05/2024	3,580.48
019871		A	3214846	COMDOC	09/05/2024	59.13
019872		A	0000141	D&S AUTO PARTS INC	09/05/2024	533.13
019873		A	0000227	ELITE COMPUTERS INC	09/05/2024	4,886.49
019874		A	2820370	KEITH FABER AUDITOR OF STATE	09/05/2024	3,017.60
019875		A	0005301	MONTGOMERY COUNTY WATER SERVIC	09/05/2024	717.13
019876		A	2571875	PHOENIX SAFETY OUTFITTERS	09/05/2024	233.90
019877		A	0025505	VERIZON WIRELESS	09/05/2024	90.39
019878		A	0000193	WEX BANK	09/05/2024	8,244.57
019879		A	7333581	ALL AMERICAN FIRE EQUIPMENT	09/13/2024	3,112.50
019880		A	0000156	BERAN CUSTOM WOODWORKING LLC	09/13/2024	37.00
019881		A	0006850	BOUND TREE MEDICAL, LLC	09/13/2024	501.98
019882		A	0049007	BURNHAM & FLOWER INSURANCE GRO	09/13/2024	2,430.00
019883		A	9097668	CENTERPOINT ENERGY	09/13/2024	73.10
019884		A	0000198	CHARTER COMMUNICATIONS	09/13/2024	1,855.00
019885		A	0004764	CITY OF MIAMISBURG-PO BOX	09/13/2024	821.97
019886		A	0000141	D&S AUTO PARTS INC	09/13/2024	199.99
019887		A	0001308	DUKE ENERGY	09/13/2024	34.96
019888		A	0000245	MENARD, INC	09/13/2024	196.41
019889		A	4339969	MIAMI TOWNSHIP	09/13/2024	1,416.62
019890		A	0004779	MIAMI VALLEY FIRE/EMS ALLIANCE	09/13/2024	500.00
019891		A	2996130	PAPERHOUSE OF DAYTON	09/13/2024	212.50
019892		A	2571875	PHOENIX SAFETY OUTFITTERS	09/13/2024	267.94
019893		A	0000155	STRYKER SALES CORPORATION	09/13/2024	677.00
019894		A	0025505	VERIZON WIRELESS	09/13/2024	635.55
019895		A	0000230	VIKING HEATING AND AIR	09/13/2024	1,627.65
019896		A	0000187	XEROX CORPORATION	09/13/2024	504.68
019897		A	0009600	AIRGAS USA LLC	09/19/2024	324.86
019898		A	0000163	AT&T SERVICES, INC	09/19/2024	851.58
019899		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	09/19/2024	5,015.11
019900		A	9097668	CENTERPOINT ENERGY	09/19/2024	285.98
019901		A	0000256	CUSTOM DESIGN BENEFITS	09/19/2024	85.00
019902		A	0000141	D&S AUTO PARTS INC	09/19/2024	26.99
019903		A	0000214	KENNETH THOMPSON	09/19/2024	1,000.00
019904		A	0000221	OHIO POLYGRAPH SERVICES LLC	09/19/2024	200.00
019905		A	2571875	PHOENIX SAFETY OUTFITTERS	09/19/2024	1,298.52

# Complete Check Report - MIAMI VALLEY FIRE DISTRICT

## Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
019906		A	0000281	PRADCO	09/19/2024	4,500.00
019907		A	3728169	BGSU	09/26/2024	625.00
019908		A	7552323	BUCKEYE POWER SALES CO INC	09/26/2024	1,264.89
019909		A	4344343	GO2-PROS PEST CONTROL	09/26/2024	45.00
019910		A	0004442	LOWES BUSINESS ACCT	09/26/2024	52.76
019911		A	0000237	MEDICAL MUTUAL	09/26/2024	5,838.99
019912		A	0000245	MENARD, INC	09/26/2024	1,240.79
019913		A	0000208	STATE OF OHIO	09/26/2024	1,335.00
FD3094		M	0009999	PAYROLL VENDOR	09/09/2024	267,319.45
FD3095		M	0009999	PAYROLL VENDOR	09/09/2024	3,691.07
FD3096		M	0009999	PAYROLL VENDOR	09/09/2024	371.29
FD3097		M	0009500	MISC	09/09/2024	27,445.52
FD3098		M	0007180	O.P.E.R.S.	09/13/2024	2,624.38
FD3099		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	220.00
FD3100		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	264.96
FD3101		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	1,570.00
FD3102		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	623.26
FD3103		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	2.99
FD3104		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	49.46
FD3105		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	84.90
FD3106		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	40.33
FD3107		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	234.03
FD3108		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	11.75
FD3109		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	200.96
FD3110		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	94.92
FD3111		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	(500.00)
FD3112		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	145.48
FD3113		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	669.12
FD3114		M	2276044	FIFTH THIRD MASTERCARD	09/16/2024	243.94
FD3115		M	0009999	PAYROLL VENDOR	09/18/2024	286,881.98
FD3116		M	0009999	PAYROLL VENDOR	09/18/2024	3,971.54
FD3117		M	3483226	STANDARD INSURANCE COMPANY	09/24/2024	694.21
FD3118		M	2166248	VISION SERVICE PLAN	09/24/2024	666.72
FD3119		M	3483226	STANDARD INSURANCE COMPANY	09/30/2024	423.51
FD3120		M	0000237	MEDICAL MUTUAL	09/30/2024	64,651.57
FD3121		M	0001620	AES	09/30/2024	4,425.78
FD3122		M	0000053	FIFTH THIRD	09/30/2024	881.21



# Complete Check Report - MIAMI VALLEY FIRE DISTRICT

## Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
FD3123		M	0007150	POLICE & FIRE PEN FUND OF OHIO	09/30/2024	125,204.30
<b>76 Checks</b>						<b>854,428.83</b>

## MTD Bank Report for Year 2024 Month 09 - MIAMI VALLEY FIRE DISTRICT

Bank	Description	Beg Mo Bal	Deposits	Withdrawals	Trans In	Trans Out	Balance
0002	OPERATING	1,680,018.70	1,910,615.60	854,428.83	0.00	0.00	2,736,205.47
0004	EMS	39,722.20	2,902.96	0.00	0.00	0.00	42,625.16
0006	F&M CD - 4/14/23	0.00	0.00	0.00	0.00	0.00	0.00
0008	STAR OHIO	7,111,834.40	30,914.40	0.00	0.00	0.00	7,142,748.80
<b>4 Banks</b>		<b>8,831,575.30</b>	<b>1,944,432.96</b>	<b>854,428.83</b>	<b>0.00</b>	<b>0.00</b>	<b>9,921,579.43</b>

## YTD Fund Report for Year 2024 Month 09 - MIAMI VALLEY FIRE DISTRICT

Fund	Description	Beg Yr Bal	YTD Rec	YTD Exp	Unexp	Enc	Unenc
100	GENERAL FUND	3,887,116.39	13,506,727.50	8,751,466.73	8,642,377.16	283,607.01	8,358,770.15
200	EMS FUND	292,400.23	400,224.93	650,000.00	42,625.16	0.00	42,625.16
210	GRANT FUND	430,664.43	786,554.55	786,102.56	431,116.42	0.00	431,116.42
300	DEBT SERVICE FUND	0.20	195,933.00	27,642.00	168,291.20	233,602.00	(65,310.80)
400	CAPITAL IMPROVEMENT FUND	492,555.35	1,047,412.50	902,798.36	637,169.49	238,661.15	398,508.34
<b>5 Funds</b>		<b>5,102,736.60</b>	<b>15,936,852.48</b>	<b>11,118,009.65</b>	<b>9,921,579.43</b>	<b>755,870.16</b>	<b>9,165,709.27</b>



# MEMORANDUM

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**DATE:** OCTOBER 10, 2024

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**TO:** MVFD BOARD OF TRUSTEES

**FROM:** ELYSE MARTIN

**SUBJECT:** MOTION TO SUSPEND USING THE UNCLAIMED MONEY FUND

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In February, the District approved to establish an Unclaimed Money Fund for stale dated checks. During the audit field work it was discussed that the amount of money we are holding as unclaimed funds is not material to the District and therefore, the fund does not need to be utilized. I will continue to monitor these funds and at any point the number or amount of outstanding checks grows to be material, the funds will be placed into the Unclaimed Money Fund and be processed appropriately.



# MEMORANDUM

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**DATE:** OCTOBER 10, 2024

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**TO:** MVFD BOARD OF TRUSTEES

**FROM:** STEVEN H. JOHNSON, FIRE CHIEF

**SUBJECT:** FY 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG)

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Attached is a resolution asking for Board permission to enter a contract with Ohio First Responder Grants, LLC to write and submit a grant on behalf of Miami Valley Fire District for two (2) projects through the Fiscal Year 2024 Assistance to Firefighters Grant Program. The total amount we will be asking for through the grant program is \$395,000.00. This grant program funds 90% of the total or \$359,091.00, leaving the remaining 10% or \$35,909.00 to be funded out of Miami Valley Fire District's operating funds. The money from our operating funds will be included in the 2025 budget. Should we be successful in obtaining this grant in 2025, as part of the attached contract with Ohio First Responder Grants, LLC, we would owe Ohio First Responders Grant, LLC a contingency fee of 5% of the federal award or \$17,955.00.

Project #1 (\$120,000.00) – Operations & Safety – Equipment: Grant application to be written to accommodate the procurement of gear extractors for washing structural firefighting turnout gear and gear dryers for safely drying the turnout gear after washing.

Project #2 (\$275,000.00) – Vehicle Acquisition: Grant application to be written to accommodate the procurement of a brush truck to replace the current 35-year-old brush truck (mfg. yr. 1989) that has many mechanical issues and has met its end-of-life cycle.

The FY 2024 Assistance to Firefighters Grant program application period is projected to open in late October 2024, with anticipated awarding of the grants in early to mid-2025.

This request to the Assistance to Firefighters Grant Program is the same request Miami Valley Fire District submitted for the FY 2023 grant cycle. Due to this fact and as part of our contract with Ohio First Responders Grants, they will submit the same request at a discounted cost of \$500 per project, saving the district \$2000 in grant writing fees.

The contract has been reviewed by the law office of Frost Brown Todd, LLC and has been approved to be submitted to the board for approval.

RESOLUTION NO. 2024-16

A RESOLUTION AUTHORIZING THE FIRE CHIEF OF MIAMI VALLEY FIRE DISTRICT, OHIO TO ENTER INTO A GRANT APPLICATION/PROJECT WRITING AGREEMENT WITH OHIO FIRST RESPONDER GRANTS, LLC FOR THE PURPOSE OF WRITING AND SUBMITTING TWO (2) SEPARATE GRANT PROJECTS TO THE FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM.

WHEREAS, the Miami Valley Fire District, Ohio (the "Fire District") desires to provide adequate Fire and EMS protection for the residents of Miamisburg and Miami Township, Montgomery County, Ohio, and

WHEREAS, the Fire District desires to engage the services of Ohio First Responder Grants, LLC for the purpose of writing and submitting two (2) separate grant projects on behalf of the Fire District to the fiscal year 2024 Assistance to Firefighters Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1. The Miami Valley Fire District Board of Trustees authorizes the Fire Chief to enter into a grant application/project writing agreement with Ohio First Responder Grant, LLC to provide grant writing services and submitting an application for project #1 – Operations & Safety – Equipment – Gear Extractor/Dryers.

Section 2. The Miami Valley Fire District Board of Trustees authorizes the Fire Chief to enter into a grant application/project writing agreement with Ohio First Responder Grant, LLC to provide grant writing services and submitting an application for project #2 – Vehicle Acquisition – Brush Truck.

Section 3. The Fire District will compensate Ohio First Responder Grants, LLC at a rate of One Hundred and Fifty Dollars (\$150) per hour not to exceed Five Hundred Dollars (\$500) for each grant project requested.

Section 4. This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 5. This resolution shall be in full force and effect October 10, 2024 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 10<sup>th</sup> day of October 2024.

_____	_____
John Stalder, President	Yes/No

_____	_____
Terry Posey, Jr., Trustee	Yes/No

_____	_____
Ann-Lisa Allen, Trustee	Yes/No

_____	_____
Greg Bell, Trustee	Yes/No

_____	_____
Frank Fritsch, Trustee	Yes/No



# Ohio First Responder Grants, LLC

Providing alternative funding solutions for public safety agencies

"We are what we repeatedly do. Excellence, then, is not an act, but a habit"



## GRANT APPLICATION / PROJECT WRITING

This Grant Application / Project Writing Agreement (the "Agreement") is entered into by **Ohio First Responder Grants, LLC** (the "Company") and the **Miami Valley Fire District (Montgomery County, Ohio)** (the "Agency") (collectively, the "Parties") as follows:

### **BACKGROUND**

- A. The Agency would like to retain the Company to write and submit One application, containing Two (2) separate grant projects to the Fiscal Year 2024 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 - Project #1 - Operations & Safety- Equipment – Gear Extractor / Dryers**

The Agency has requested that a grant application be written to accommodate the procurement of gear extractors and dryers. All items requested are to be compliant with all applicable and currently accepted NFPA standards.

#### **Application #1 – Project #2 – Vehicle Acquisition – Brush Truck**

The Agency has requested that a grant application be written to accommodate the procurement of a fire service vehicle commonly referred to as a "brush truck." The requested vehicle shall be compliant with applicable & currently accepted NFPA 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 Five-Hundred Dollars (\$500.00) for each grant project requested. The total fee charged to the Agency also includes the online entry of the projects.
  - b. *Contingency Fee.* 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, but in no circumstance shall this fee exceed \$17,955.00. This fee shall be paid out of existing Agency funds and cannot be taken out of the grant award itself.
  - c. *Declination of Award.* In the event an Agency is presented with an offer of award for a successful project and declines to accept the award, the agency is responsible to compensate the Company at an amount equal to fifty (50%) percent of what would have been the successful award's contingency fee, which is cited in section 2b of this agreement.
  - d. *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





# Ohio First Responder Grants, LLC

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amount of five percent (5%) of the invoiced amount for all invoices paid later than forty (40) 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.

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 or project.

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) immediately following AFG cycle. This task will be completed at a per project cost of Five Hundred Dollars (\$500.00) total including online submittal.

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.

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, with the written approval of Agency, 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 Montgomery



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County, Ohio. The Agency expressly consents to this exclusive venue and expressly concedes that these courts shall have personal jurisdiction over the Agency.

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 contacts found at the top of Page 4.

h. *Non-compliance.* The Agency shall comply with all dates and deadlines established by the Company. The Agency shall be in the process of activating or have an "Active" SAM.gov registration and FEMA Go account at the time of contract signing. Furthermore, the Agency agrees to maintain the validity of the SAM.gov registration throughout the pre-application, application entry, and award cycle of the FY2024 AFG cycle. Anything less than full compliance is viewed as non-compliance, which will result in the immediate cancellation of this contract.

i. *Confidentiality.* To the extent possible, all information and work products provided to the Agency shall be kept strictly confidential, unless otherwise required to disclose by applicable law, including Ohio Public Records 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. This clause shall remain in force and active for a period of five (5) years after the FEMA Go date and timestamp verification of the project entry.

7. Obligations and Remedies. If the Agency breaches the terms outlined in the "Confidentiality" clause (6 i of the contract) the Agency will pay the Company as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to \$10,000 per individual occurrence. Agency commits that it will not release any Confidential information to any party unless required to do so by law. A release of Confidential information which is not required by law will be considered a breach of this Agreement.

8. Incorporation. The parties agree that this Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with the terms herein.



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

Agency: Miami Valley Fire District  
c/o Assistant Chief Brandon Barnett  
2710 Lyons Road  
Miamisburg, Ohio 45324

**THE COMPANY:**

**THE AGENCY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President / C.E.O – OFRG

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THE AGENCY:**

**THE AGENCY:**

\_\_\_\_\_  
Signature

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Signature

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Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Resolution or Ordinance # \_\_\_\_\_ (if applicable).