

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.



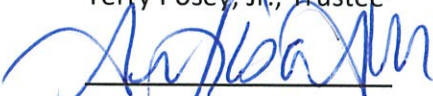
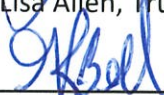
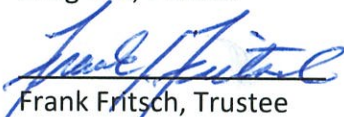
Section 2. The Miami Valley Fire District Board of Trustees authorizes the Fire Chief to enter into a grant application/project writing agreement with Ohio First Responder Grant, LLC to provide grant writing services and submitting an application for project #2 – Vehicle Acquisition – Brush Truck.

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 10th day of October 2024.

 _____ John Stalder, President	<u>Yes/No</u>
 _____ Terry Posey, Jr., Trustee	<u>Yes/No</u>
 _____ Ann-Lisa Allen, Trustee	<u>Yes/No</u>
 _____ Greg Bell, Trustee	<u>Yes/No</u>
 _____ Frank Fritsch, Trustee	<u>Yes/No</u>



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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



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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

Signature

Title

Title

Date

Date

Resolution or Ordinance # _____ (if applicable).