

RECORD OF ORDINANCES

Ordinance No. 10-7~~8~~2024 Passed 10-15, 2024

AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR TO ENTER INTO A CONTRACT WITH OHIO FIRST RESPONDER GRANTS, LLC TO PREPARE AND SUBMIT A GRANT APPLICATION TO THE FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FOR THE ACQUISITION OF A PPE EXTRACTOR & DRYER FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE AND EMERGENCY MEDICAL SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the Department of Public Safety, Division of Fire/EMS for the Circleville Fire Department is in need of a PPE Extractor & Dryer for the department; and

WHEREAS, in order to fund the purchase of this equipment, the Safety Director is desirous of obtaining the services of Ohio First Responder Grants, LLC to prepare and submit a grant application to the Fiscal Year 2024 Assistance to Firefighters Grant Program; and

WHEREAS, employing Ohio First Responder Grants, LLC for this purpose is in the best interest of the citizens of the City of Circleville and the same ought to be done.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, COUNTY OF PICKAWAY, OHIO AS FOLLOWS:

SECTION I. That the Safety Director is hereby authorized and directed to enter into an agreement with Ohio First Responder Grants, LLC to prepare and submit a grant application to the Fiscal Year 2024 Assistance to Firefighters Grant Program to assist in funding the purchase of a PPE Extractor & Dryer to be utilized by the Department of Public Safety, Division of Fire and Emergency Medical Services of the city. The terms of this agreement shall be in accordance with the contract attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION II. The compensation to the Ohio First Responder Grants, LLC for the preparation and submission of the grant application and any funds required to be contributed by the city for the acquisition of this equipment shall be paid from the appropriated funds of the Safety Forces FEMA Matching Fund 246.

SECTION III. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the citizens of the City of Circleville, such emergency arising out of the immediate need to prepare and submit a grant application for the acquisition of this equipment within the time deadline for submission of such grant applications to the Fiscal Year 2024 Assistance to Firefighters Grant Program, so this ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: 10-15-2024
DATE

Bailey D. Hill
PRESIDENT OF COUNCIL

ATTEST: [Signature]
CLERK OF COUNCIL

APPROVED: 10-15-2024
DATE

Wheeler Benton
MAYOR

APPROVED AS FORM:
[Signature]
KENDRA C. KINNEY - LAW DIRECTOR



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 WRITING

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

BACKGROUND

A. The Agency would like to retain the Company to write and submit one (1) grant application with one (1) 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 application for the following grants (referred to herein as the "Grant Application Writing Services" or "Services"):

Application #1 - Project #1 – Operations & Safety – Station Modification

The Agency has requested that a grant application be written to accommodate the procurement of funding for a PPE Extractor and Dryer. The requested equipment shall be compliant with all applicable state, local, and (where warranted) currently accepted NFPA standards.

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

a. *Rate for Services.* The Agency will compensate the Company utilizing a currently existing credit of Two-Thousand Five-Hundred Dollars (\$2,500.00) for the grant project requested, resulting in -ZERO- out of pocket charge to the agency. The total fee charged to the Agency also includes the online entry of the projects into the FEMA Go database whenever the entry period opens.

b. *Successful Award Bonus.* The Agency will compensate the Company at an amount equal to twelve percent (12%) of the total amount of federal funding awarded to the Agency. The bonus amount 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 bonus percentage amount, 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 amount of fifteen percent (15%) 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.



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"



3. **Standard of Care.** Company shall perform and require its sub-consultants to perform Services in accordance with the Agreement: (i) using recognized industry standards and professional skill, care, diligence, ethics and judgment adhered to by firms recognized by their expertise, experience and knowledge in performing the same type of Services elsewhere; and (ii) acting with due care and in accordance with applicable law, code, rule, and/ regulation. While Company shall be responsible for the professional quality, technical accuracy, and completeness of the grant application, it is understood that the Agency must cooperate and furnish any requested information and data to the Company needed to prepare the grant application. The Company shall rely upon the Agency's determination regarding such information and data that may be of use to the Company in the performance of the Services. Company is entitled to rely on and use the information or data provided by the Agency to the extent it believes it is appropriate to do so under its Standard of Care. <<<Fire Chiefs Initials >>>

4. **No Guarantees.** The Parties agree and understand that the Assistance to Firefighters program application process is extremely competitive and that the Company cannot make any guarantee of acceptance or award of the grant application or project. 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. <<<Fire Chiefs Initials >>>

5. **Rewrite for Unsuccessful Projects.** If the Agency's project is unsuccessful, the Company agrees to rewrite and resubmit the same project in the immediately following AFG cycle. This task will be completed at a per project cost of Five Hundred Dollars (\$500.00).

6. **Term 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.

7. **Termination of Agreement.** Either Party may terminate this Agreement at any time, and for any reason, by giving the other Party written notice of the termination and provide at least thirty (30) days notice prior to the date of termination. 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) cancelation fee, for each grant project, if it arbitrarily terminates this Agreement without reasonable cause.

8. **Notice.** Any notice required or permitted to be given under this Agreement, including a notice of termination, shall be deemed given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, or sent by overnight delivery service or via email, addressed as follows:

COMPANY:
Ohio First Responder Grants, LLC
ATTN: Mickey Smith
P. O. Box 1326
Powell, Ohio 43065
Email: ohiofirstrespondergrants@gmail.com

AGENCY:
City of Circleville
ATTN: Chief Brian Thompson
586 North Court Street
Circleville, Ohio 43113
Email: brian.thompson@circlevillefire.us



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"



If the notice of termination is personally delivered, the termination is effective as soon as it is delivered to the Party. If mailed or emailed, the termination is effective as soon as it is delivered to the Party. [OR any notice given by mail or email shall be effective forty-eight (48) hours/ two (2) days after deposit in the United States mail or the time-stamped of the email.]

9. **Confidentiality Clause.** During the Term of this Agreement, Company may have access to and become familiar with various trade secrets and other confidential information, consisting of processes, and compilations of information, records, customer lists and potential customer lists, financial information, marketing, sales, methods, techniques, devices and operations that the Agency owns and that are regularly used in the operation of the business of the Agency (collectively "Confidential Information"). **Parties shall not disclose any Confidential Information, directly or indirectly, or use it in any way, either during the term of this Agreement. Parties are required to maintain Confidential Information for a period of five (5) years after the FEMA Go date and timestamp verification of the project entry.** <<<Fire Chiefs Initials >>>

a. **Information Not Deemed Confidential.** Confidential Information does not include information that is: (a) generally available and known to others outside the Agency, (b) general industry information, information which is publicly available or in the public domain, (c) information which Company has lawfully acquired from a source other than Agency or had knowledge of prior the Agreement, and (d) information which is required to be disclosed pursuant to any law, regulation, or rule of any governmental body, authority or court order.

b. **Required Disclosure by Law of Confidential Information.** To the extent possible, all Confidential Information provided to the Parties shall be kept strictly confidential, unless otherwise required to be disclosed by applicable law or regulation, pursuant to subpoena, or by court order. Upon receiving a properly formatted public records request notice for any requested disclosure of Confidential Information, either Party shall notify the other in writing, providing all information for such Party to defend its rights hereunder. Upon receipt of, the Agency shall notify the Company. All Company confidential work products shall be redacted so that **ONLY** the Agency's information is visible. <<<Fire Chiefs Initials >>>

c. **Reuse of Confidential Company Information by Agency Prohibited.** If the Agency chooses to not reengage the Company for the purposes of rewriting / reentering their project (s), under no circumstances can the Agency, for the purposes of reapplying for any AFG project, utilize any of the Company's Confidential Information which is described in Section 9 of this Agreement. <<<Fire Chiefs Initials >>>

d. **Confidentiality Clause Violation.** A violation of Section 9, either in whole or part, subjects the Agency to the obligations listed in Section 14 of this Agreement.

10. **Property of Company.** Agency understands and agrees that all matters prepared under this Agreement shall become the property of the Company and will remain the in the exclusive property of the Company. Such property cannot be shared, duplicated or used in whole or part without the Company's express written permission. The Company shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the Company. <<<Fire Chiefs Initials >>>



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"



11. **Interaction with Media and Public.** Any publicity regarding the subject matter of this Agreement must identify the Company and must not be released without prior written approval from the Company's authorized representative. Agency shall promptly refer all inquiries pertaining to the grant applications from the news media or public to the Company and shall not make any statements to the media or the public relating the Services unless agreed upon by the Company first in writing.

12. **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 Delaware 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 contact information set forth in Section 8 of this Agreement.

h. ***Non-Compliance.*** The Agency shall comply with all assigned written 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



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"

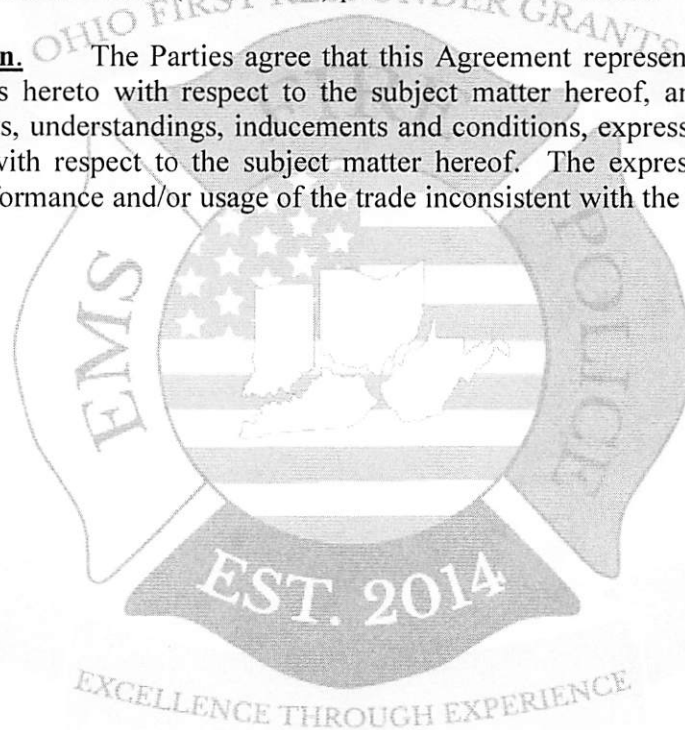


entry, and award cycle of the FY2024 AFG cycle. Anything less than full compliance is viewed as non-compliance, which could result in the immediate cancellation of this contract.

13. **Prohibited Activity.** Willful, wanton, reckless, illegal, and / or arbitrary unauthorized actions performed by the Agency or the Agency's representative which could otherwise harm the integrity of the grant award or management process will be considered material breach of this Agreement and will result in the immediate cessation of grant management duties and cancelation of this contract, and (if illegal) the Agency's actions being reported to AFG Region 5 officials and the Office of Inspector General.

14. **Obligations and Remedies.** If the Agency breaches the terms outlined in the Confidentiality Clause (in Section 9 of this Agreement), 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 Ten Thousand Dollars (\$10,000.00) per individual occurrence.

15. **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.





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"



IN WITNESS WHEREOF, the Parties hereto have the full power and authority to enter into and perform this Agreement on the date indicated below.

THE COMPANY:

THE AGENCY:

Mickey Smith

Signature

President / C.E.O – OFRG

Title

Date

Date

THE AGENCY:

THE AGENCY:

Signature

Signature

Title

Title

Date

Date

THE AGENCY – Fire Chief:

Signature

Title

Date

Resolution or Ordinance # _____ (if applicable)