



ROSS TOWNSHIP RESOLUTION NUMBER 2018-005

RESOLUTION ENTERING INTO AN AGREEMENT WITH FIRST RESPONDER GRANTS, LLC FOR THE PROVISION OF GRANT WRITING ASSISTANCE FOR FISCAL YEAR 2018 AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, First Responder Grants, LLC has the ability to review and assist various Township departments in being successful in grant writing throughout 2018; and

WHEREAS, Ross Township desires to accept said grant writing assistance on an annual basis for fiscal year 2018.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an Agreement for grant writing assistance for fiscal year 2018 with First Responder Grants, LLC, substantially in the form of the Agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Township Administrator be and hereby is authorized to execute the Agreement with grant writing assistance on an annual basis for fiscal year 2018 as authorized herein.

SECTION 2:

That this resolution shall take effect upon January 4, 2018 following the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

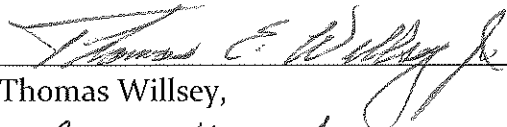
It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:


Trustee Willsey introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Ballauer Aye Willsey Aye Yordy Aye

Adopted at the meeting of the Ross Township Board of Trustees this 4th day of January, 2018.

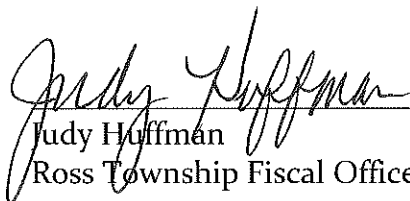

Thomas Willsey, President


Ellen Yordy, Vice President


Keith Ballauer, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 4th day of January, 2018.


Judy Huffman
Ross Township Fiscal Officer

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CONSULTING AGSP AGREEMENT

This Consulting AGSP Agreement ("Agreement") is made as of January 1st, 2018 ("Effective Date"), by and between First Responder Grants, LLC, a South Carolina corporation with a place of business at 237 N. Brooks St., Manning, South Carolina 29102 ("FRG"), and Ross Township Fire Department, a Fire Department, with a business address at P.O. Box # 71, Ross, OH 45061 ("Company").

1. **Scope of AGSP.** During the Term (defined below), First Responder Grants, LLC shall perform the Annual Grant AGSP Package described on Exhibit A attached to this Agreement (the "AGSP"). First Responder Grants, LLC shall determine the method, details and means of performing the AGSP, and shall perform the AGSP with reasonable care. First Responder Grants, LLC shall commit the time and resources that it determines are reasonably necessary to complete the AGSP. First Responder Grants, LLC shall perform all AGSP on a non-exclusive basis and First Responder Grants, LLC may perform AGSP for third parties from time to time as First Responder Grants, LLC elects to do so.

2. **Payments.** Company shall pay First Responder Grants, LLC for providing the AGSP in accordance with the rate schedule on Exhibit A. First Responder Grants, LLC shall invoice Company immediately upon acceptance of this contract, and Company shall pay all invoices within 30 days after receipt.

3. **Client's Obligations.** Client shall provide reasonable and timely assistance to First Responder Grants, LLC in connection with the AGSP, including access to records, information and personnel reasonably required by First Responder Grants, LLC to perform the AGSP.

4. **Default and Termination.** This Agreement shall remain in effect for 12 months from date of acceptance.

5. **Limitations.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FIRST RESPONDER GRANTS, LLC DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED WITH RESPECT TO THE AGSP OR WORK ON ANY GRANT. It is implicitly understood that because FRG is NOT the funding source, we cannot guarantee that any application will be funded or not. In no event shall First Responder Grants, LLC be liable for any consequential, incidental, special or indirect damages of any kind, even if it has been advised of the possibilities of those damages. First Responder Grants, LLC's maximum liability under this Agreement and with respect to any AGSP, regardless of the form of action and theory of recovery, shall not exceed the total amount Company has paid First Responder Grants, LLC for AGSP.

6. **Confidential Information.** Each party possesses confidential and proprietary information and may disclose Confidential Information to the other party in the course of performing under this Agreement. Neither party may use the

Confidential Information except in the course of performing under this Agreement. For the purpose of this Agreement, "Confidential Information" shall mean information that (a) is disclosed in written, electronic or other tangible form and marked "Confidential" or "Proprietary" at the time of disclosure or (b) is disclosed in non-tangible form and verbally designated as confidential or proprietary by the disclosing party. Each party shall use reasonable measures (at least as stringent as it uses to safeguard the confidentiality of its own information), to keep confidential and not to disclose any Confidential Information. Confidential Information shall not include information that is or becomes available to the public through no breach of this Agreement, information that was previously known by the receiving party without any obligations to the disclosing party to hold it in confidence, information that the receiving party receives from a third party who is free to disclose that information, information that the receiving party develops independently without using the Confidential Information, and information that the disclosing party approves for release in writing. If the receiving party is required by law, government regulation, subpoena or court order to disclose any of the Confidential Information, the receiving party will give prior written notice of the proposed disclosure to the disclosing party. The receiving party will be entitled to take those actions it deems necessary or appropriate. The receiving party will not be in breach of this Section by disclosing Confidential Information in compliance with this Agreement and any law, regulation, subpoena or court order. The receiving party will destroy or return to the disclosing party all documents and other records of the disclosing party containing Confidential Information promptly after receiving the disclosing party's written request and will notify the disclosing party in writing that the receiving party has done so.

7. General Provisions.

Force Majeure. Neither party shall be liable for any breach or delay resulting from any cause beyond its reasonable control, including acts of God, war, insurrection, the public enemy, changes in applicable law, labor disputes or strikes.

Notices. Any notice permitted or required under this Agreement or an SOW shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of First Responder Grants, LLC and Company listed above.

Independent Contractor. First Responder Grants, LLC is an independent contractor, and nothing in this Agreement shall be construed as creating a partnership, joint venture, agency or fiduciary relationship.

No Assignment. Company may not assign this Agreement or any portion of its rights or obligations under this Agreement without First Responder Grants, LLC's prior written consent in each instance.

Binding Effect. This Agreement shall be binding on and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assignees.

Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina, excluding its conflict of law principles. Any action or proceeding relating to this Agreement or its enforcement shall be commenced and heard only in the state courts of South Carolina or the United States Court having jurisdiction for the State of South Carolina. First Responder Grants, LLC and Company hereby consent and submit to the jurisdiction and venue of those courts.

Entire Agreement. This Agreement shall contain the entire agreement of the parties relating to the AGSP and supersede all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date.

FIRST RESPONDER GRANTS, LLC

(Ross Township FD)



By:

By: _____

Name: Kurt T Bradley

Name:

Title: Principle/ Sr. Consultant- Fire/EMS

Title:

List of Attached Exhibits

Exhibit A AGSP; Fees

EXHIBIT A
to Consulting Services AGSP Agreement

Description of Annual Grant Services Package and Fees

The Annual Grant Services Package includes the following during the subscription period:

- **16 hours of consultant's time in developing, researching, editing and submission of up to 4 grant applications. Fire Departments and Non-Affiliated EMS please note; This includes work on any current year Fire Act Grants (Assistance to Firefighters Grant, Fire Prevention & Safety and SAFER) * Note: This does not include work on multi-agency grant applications or regional type projects which are considered Special Projects.**
- **Unlimited phone and email consultation with our consultants.**
- **Timely notifications of special grant opportunities and grant news relevant to your agency and funding needs through mass emailing, newsletter and social media.**
- **How to conduct a needs and capabilities assessment, to document need in your applications and to plan your grant strategy around known agency needs.**
- **A custom grant strategy tailored to your department's needs, personnel and budget**
- **Funded examples of grant narratives for specific projects the client may be working on, at no charge (subject to availability).**

Price

The cost for this package of services is \$1,500 per year or \$125 per month. Special discounts may be applied to this on an individual basis.