

RESOLUTION NO 2018-14

RESOLUTION AUTHORIZING THE VOLUNTEER FIRE DEPARTMENT TO CONTRACT FOR GRANT MANAGEMENT SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Jacksonville Volunteer Fire Department (the “Agency”) has retained Ohio First Responder Grants, LLC (the “Company”) to write and submit a grant application to the FY 2017 Assistance to Firefighters Grant Program, specifically Application #EMW-2017-FO-02336 (“Grant”).

WHEREAS, the Agency was awarded the Grant and the Agency desires to contract with the Company to manage the Grant;

WHEREAS, the Parties now wish to memorialize their agreement to retain the Company’s grant award management service through this Resolution;

WHEREAS, the Village commends the Jacksonville Fire Department for its successful application;

WHEREAS, it is found and determined that all formal actions of Council concerning and relating to the passage of this Resolution were conducted in open meetings of Council, and that all deliberations of Council that resulted in formal action were in meetings open to the public, in compliance with all legal requirements including Sec. 121.22 of the Ohio Revised Code;

WHEREAS, this Resolution is being passed as an emergency measure under suspension of the rules, to take effect immediately, pursuant to Ohio Rev. Code Sec. 731.30 because it is necessary for the immediate preservation of the health, safety and welfare of the Citizens of Jacksonville;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF JACKSONVILLE, ATHENS COUNTY, OHIO, THAT THE MAYOR OF JACKSONVILLE IS HEREBY AUTHORIZED TO ENTER INTO A CONTRACT WITH THE COMPANY TO INCLUDE THE FOLLOWING TERMS:

1. **Scope of Services:** The Company agrees to perform the following grant management services on behalf of the Agency:

- a. General Administration of the Grant. The Company shall work with the Agency to administer any successful grant award pursuant to FEMA / AFG rules and regulations which will be provided to the Agency in the form of the guidance document known as the FY2017 Notice of Funding Opportunity (NOFO). Additionally, the Agency will be provided copies of the Grant Agreement Articles that are issued at the time of award. These documents are issued by the FEMA / AFG program office and define the federal requirements of the grant award and describes the duties of the Agency.

- b. Specific Tasks for Administration of the Grant: The Company shall work with the Agency to perform the following specific tasks in administering any successful grant award:

- i. Overseeing any and all operations of the Grants;■
- ii. Communicating with FEMA representatives via phone and /or email;
- iii. Communicating with the Agency via phone, email or in person;
- iv. ■Submitting requests for federal funds;■Submitting amendments to grant awards;■ and
- v. Regularly checking FEMA internet portal for incoming communications; and
- vi. Submitting all mandated reports required by FEMA, including, but not limited to the definitions found in Appendix “A” of this document.

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

- a. Hourly Rate for Grant Award Management Services. The Agency will compensate the

Company at a rate of One Hundred and Fifty Dollars (\$150.00) per hour not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) for the grant award managed by performing the functions set forth in Section 1 of this Agreement.

b. Mileage. The Agency will compensate the Company at a rate of Fifty-Five Cents (\$0.55) per mile for all travel necessary to perform the Grant Award Management Services.

c. Due Date for Invoices. The Agency will pay the Company all compensation due no later than thirty (30) days after receipt of an invoice. An activity log outlining all services performed along with supporting reports that have been generated will be submitted on every invoice where applicable. An invoice will only be generated if services are performed or mileage charges are incurred. The Company may assess a penalty in the amount of twenty-five percent (25%) of the invoiced amount for all invoices paid later than ten (10) days after the due date printed on the invoice. Any penalty amount that the Company assesses will not be counted toward the maximum amount of Two Thousand Five Hundred Dollars (\$2,500.00) contained in Section 2(a) above.

3. Duration and Termination of Agreement. This Agreement shall remain in effect for a period of up to three (3) years or upon notice from FEMA that the Agency has fulfilled all requirements of the grant award contract and that the contract is considered to be closed, whichever is later. 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 advance notice. 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 will be required to pay the Company an automatic Five Hundred Dollar (\$500.00) cancellation fee, for the grant award, if it terminates this Agreement regardless of the reasons for the termination.

4. 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 Franklin 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.


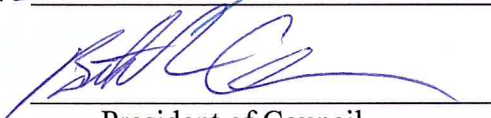
g. Notices. Where this Agreement requires that a Party provide written notice to the other Party, the notifying Party shall use the following contacts:

Company: Ohio First Responder Grants, LLC c/o Mickey Smith
P. O. Box 1326 Powell, Ohio 43065
Agency: Village of Jacksonville, Ohio c/o Chief James Irwin
34 South Sixth Street Jacksonville, Ohio 45740


Duly enacted under suspension of the rules on first reading this 21st day of August, 2018.

VILLAGE OF JACKSONVILLE:

Mayor

By: 

President of Council

ATTEST/SEAL:


Clerk - Fiscal Officer

CERTIFICATION OF CLERK/FISCAL OFFICER

The foregoing is a true copy of the original Resolution No 2018-14

Publication of this Ordinance was made by posting a copy of the same in the following five (5) locations within the Village, beginning on Aug. 27, 2018, and concluding on Sept. 12, 2018 (at least 15 days later):

- Post Office
- Eagles Club
- VFW

- Town Hall

- Corner Pizza

ATTEST:

DATE: 8/27/18

Heather Rockwell
Village Fiscal Officer/Clerk

CERTIFICATION

I, Heather Rockwell, Clerk for the Village of Jacksonville, Athens County, Ohio, certify that the foregoing is a true and correct copy of a Resolution adopted by the Village Council of the Village of Jacksonville, and appears in the Village records as Resolution No. 2018-14.

ATTEST:

8/27/18
DATE

Heather Rockwell
Village Fiscal Officer