

**RESOLUTION NO.:** 2018-R77  
**SPONSOR:** MAYOR NEUGEBAUER  
**INTRODUCED:** OCTOBER 9, 2018      **ASSIGNED TO:** PUB. SAFETY

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT, UNDER THE FISCAL YEAR 2018 ASSISTANCE TO FIREFIGHTERS GRANT ("AFG"), IN THE CATEGORY OF OPERATIONS AND SAFETY, FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR UPGRADES TO THE EXHAUST REMOVAL SYSTEMS OF THE FIRE STATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Green Fire Division is eligible under the requirements of the Department of Homeland Security to apply for a grant to assist with the safety and operation of the Fire Division; and

WHEREAS, the exhaust removal systems at Fire Stations 1 and 2 are in need of upgrade and reconfiguration; and

WHEREAS, diesel soot and exhaust have been identified as contributing to occupational illness in the fire service; and

WHEREAS, the removal of exhaust from fire stations is identified as a priority in the AFG grant guidance.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO, THAT:**

**SECTION ONE:**

The Mayor is hereby authorized to file an application for FY 2018 Assistance to Firefighters Grant through the U.S. Department of Homeland Security in the Operations and Safety category for the purchase of new and upgraded equipment to remove the diesel exhaust from the apparatus bays of Fire Stations 1 and 2; and, to provide all information and documentation required to become eligible for possible funding assistance.

**SECTION TWO:**

Green City Council agrees to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the AFG program if funds are awarded.

**SECTION THREE:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION FOUR:**

Council declares this to be an emergency immediately necessary for the preservation of the public

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peace, health, safety, and welfare of the citizens of Green and so that the deadline can be met. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: October 23, 2018

Nichole Baldinger  
Nichole Baldinger, Clerk of Council, Interim

Chris Humphrey  
Chris Humphrey, Council President

APPROVED: Oct. 23, 2018

Gerard M. Neugebauer  
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: October 23, 2018

ON ROLL CALL: Babbitt Aye Dyer Aye Humphrey Aye Shaughnessy Aye  
Speight Aye Yeargin Aye Young Aye Adopted 7-0

Suburbanite publication on October 26 and November 2, 2018

Nichole Baldinger  
Nichole Baldinger, Clerk of Council, Interim

10/04/2018 Approved as to form and content by William G. Chris, Law Director, Interim

William G. Chris

# CONTRACT FOR SERVICES

*Between*

**Green Fire Department**  
4200 Massillon Road  
North Canton, Ohio 44720

*and*

**Gatchell Grant Resources, LLC**  
Vera V. Gatchell/Didi Everhart  
5202 14<sup>th</sup> Street SW  
Canton, Ohio 44710

*This document represents a contractual agreement effective September 24, 2018, between Gatchell Grant Resources, LLC (hereinafter referred to as "GGR") and Green Fire Department (hereinafter referred to as "Fire Department").*

## **Section I** **Responsibilities**

### **Grant Advisors**

*Under this agreement, GGR will develop a specific grant: [2018 FEMA AFG Grant for Operations and Safety].*

- In conjunction with the Fire Chief or designee, GGR will develop a proposal according to the Fire Department wishes.*
- Submit the specified grant proposal on time unless otherwise directed to by the Fire Department. Grant shall not be submitted unless approval has been given by the Fire Chief or designee.*

### **Fire Department**

*The Fire Department agrees:*

- Not to share any information or procedures concerning this contract or process with any other entities or their agents. In addition, the Fire Department agrees not to use this or any part of this*

grant proposal in other future grant proposals to be submitted by the Fire Department without expressed permission from GGR.

- Not to release a copy of the grant proposals or the funded grants to any individual or entity in order to protect the technology and grant design which is developed and owned by GGR. The Fire Department agrees that the grant mode, concept, and formatting are the sole property of GGR.
- To provide any aid and assistance to GGR in researching and developing the proper information necessary in order to facilitate said grant proposal.
- When the Fire Department is actually submitting the grant proposal, will do so on time and agrees not to hold GGR responsible for not submitting the grant proposal on time.
- In the event that a grant permits "administration fees", Fire Department agrees to utilize the services of GGR and not a third party source unless GGR declines the offer.

## **Section II**

### **Method of Payment**

The Fire Department Agrees:

- To pay GGR a non-refundable six hundred ninety five dollar (\$695.00) fee for the specified grant proposal. [2018 FEMA AFG Grant for Operations and Safety].
- Payment shall be made by check payable to: **Gatchell Grant Resources, LLC**
- To pay the fee for the specified grant within fourteen (14) calendar days of the signing of this agreement. The Fire Department also understands that this fee may be refundable if applicable in the grant application and according to the grant guidelines.
- A fee of eight percent (8%) of the grant award will be paid to GGR at the time the grant contracted for is awarded by the grant funder. This amount shall not exceed three thousand dollars (\$3,000.00). It is also understood that some grant funders make payments to the awarded Fire Department over a period of time and not in a lump sum, depending on the type of grant awarded. Therefore, upon issuance of the grant award contracted for by the grant funder, the Fire Department agrees within thirty (30) days of the award date, make full payment of the eight percent (8%) fee to GGR, again not to exceed the \$3,000.00 cap.
- GGR agrees that if this grant application is not awarded the first time, GGR will re-write the grant application the following year for FREE. The eight percent (8%) award fee still applies.
- This contract may be terminated by the Fire Department upon thirty (30) days written notice to GGR. Upon notice of termination, GGR shall be entitled to fees for work performed up to the date of receipt of the written notice of termination.

- For the eight percent (8%) fee GGR agrees to assist with any reports required to be submitted to the grant funder.
- The Fire Department has the sole discretion as to what grant that they want to apply for. However, GGR will advise as to eligibility and potential for success of grant being submitted.
- Renewal of this contract will be voluntary on the part of the Fire Department as it may choose to renew or to terminate Fire Department grant writing services.

### Section III Agreements

This Agreement is binding between all present and future agents of Fire Department. In the even the authority of the responsible parties detailed in the documentation of this agreement is transferred for any reason, to include occupation, retirement, disability or death, demotion, the agreement shall remain binding with Fire Department.

IN WITNESS THEREOF, all parties have caused this contract to be executed by their duly authorized officials:

#### GREEN FIRE DEPARTMENT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

#### GATCHELL GRANT RESOURCES, LLC

*Vera V. Gatchell*

\_\_\_\_\_  
Vera V. Gatchell

\_\_\_\_\_  
Date

*Diell Everhart*

\_\_\_\_\_  
Diell Everhart

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*William G. Chris*  
WILLIAM G. CHRIS  
DIRECTOR OF LAW, INTERIM

APPROVED AS TO FORM:

WILLIAM C. JONES  
JAN 10 1964