

**ORDINANCE NO. 25-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GATCHELL GRANT RESOURCES TO WORK ON THE CITY'S BEHALF TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR THE REPLACEMENT OF AIR TANKS FOR THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Mayor is hereby authorized to enter into a Contract with Gatchell Grant Resources (to write and administer the grant) for an Assistance to Firefighters Grant (AFG) for the replacement of air tanks for the Medina Fire Department.

**SEC. 2:** That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

**SEC. 4:** That if the Grant is awarded to the City, the City's estimated share would be \$3,500.00, and is available in Account No. 107-0110-52215.

**SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the deadline to submit is February 12, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** February 8, 2021

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** February 9, 2021

**SIGNED:** Dennis Hanwell  
Mayor

- 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:

- All associated payments shall be made by check payable to: **Gatchell Grant Resources, LLC**
- That GGR will waive the initial non-refundable seven hundred ninety-five-dollar (\$795.00) fee for the research, preparation and submission of the specified grant proposal. [2020 AFG Application - Operations and Safety Equipment Grant].
- An Administrative 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 five hundred dollars (\$3,500.00). 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 \$3,500.00 cap. This fee may or may not be an allowable expense through this grant and is the responsibility of the Fire Department unless otherwise applicable.

GGRLLC Agrees:

- That if this grant application is not awarded, GGR will re-write the grant application the following year for FREE. The eight percent (8%) Administrative Fee still applies if awarded.
- 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 which is the initial payment which shall be forfeited.

- For the eight percent (8%) Administration Fee GGR agrees to assist with any draw downs, amendments, reports, closeout reports, discussions, questions or emails associated with this grant from date of award to the date the close out letter is received.
- 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:

**MEDINA CITY FIRE DEPARTMENT**

*Dennis Hanwell*  
City Mayor Dennis Hanwell

February 9, 2021  
Date

*Dennis Hanwell*  
Acting Fire Chief

February 9, 2021  
Date

**GATCHELL GRANT RESOURCES, LLC**

*Vera V. Gatchell*  
Vera V. Gatchell

\_\_\_\_\_  
Date

*Diell Everhart*  
Diell Everhart

\_\_\_\_\_  
Date