

**BOARD OF TRUSTEES
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO
RESOLUTION NO. 26-123**

**THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES A GRANT APPLICATION WRITING AGREEMENT WITH
NATIONWIDE FIRST RESPONDER GRANTS, LLC FOR THE FY2026 ASSISTANCE TO FIREFIGHTERS GRANT
PROGRAM**

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on September 1, 2026, at 6:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

Oscar Young ☒ Sheila Back ☒ Vera Powell ☒

Moved by: Young ☒ Back () Powell ()
Second by Young () Back ☒ Powell ()

WITNESSETH

WHEREAS, the Jefferson Township Board of Trustees desires to pursue federal funding through the Fiscal Year 2026 Assistance to Firefighters Grant (AFG) Program to support the delivery of fire and emergency medical services; and

WHEREAS, the proposed grant application will contain two projects: (1) Operations and Safety - replacement of existing self-contained breathing apparatus (SCBA) and the addition of personal protective equipment (PPE) for EMS personnel; and (2) Operations and Safety - replacement of cardiac monitors and CPR devices; and

WHEREAS, Nationwide First Responder Grants, LLC has presented a Grant Application/Project Writing Agreement to prepare, enter, submit, and monitor the FY2026 AFG application on behalf of Jefferson Township; and

WHEREAS, the Agreement provides for fixed grant-writing fees of Three Thousand Dollars (\$3,000.00) for the PPE/SCBA project and Two Thousand Five Hundred Dollars (\$2,500.00) for the cardiac monitor/CPR device project, for total fixed fees not to exceed Five Thousand Five Hundred Dollars (\$5,500.00); and

WHEREAS, the Agreement further provides for a successful-award bonus equal to ten percent (10%) of the federal funding awarded to Jefferson Township, payable from existing Township funds and not from grant proceeds, or, if the Township declines an offered award, compensation equal to fifty percent (50%) of the otherwise applicable successful-award bonus; and

WHEREAS, the Board finds that retaining professional grant-writing services for these projects is in the best interest of Jefferson Township and its residents;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Jefferson Township, Montgomery County, Ohio:

BOARD OF TRUSTEES
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO
RESOLUTION NO. 26-123

SECTION 1. The Board hereby approves the Grant Application/Project Writing Agreement with Nationwide First Responder Grants, LLC for one FY2026 Assistance to Firefighters Grant application containing the two projects described above, substantially in the form presented to the Board.

SECTION 2. The Board authorizes the Board Chair, Township Administrator, and Fire Chief, as applicable, to execute the Agreement and any nonmaterial documents necessary to carry out this Resolution, subject to approval as to form by the Township's legal counsel.

SECTION 3. The Board authorizes fixed grant-writing fees not to exceed Five Thousand Five Hundred Dollars (\$5,500.00). Any successful-award bonus, declined-award compensation, rewrite fee, cancellation fee, late-payment charge, or other amount under the Agreement shall be payable only in accordance with the Agreement and subject to the availability of lawfully appropriated funds and all certifications required by Ohio law.

SECTION 4. The Fiscal Officer is authorized and directed to issue the required purchase order or fiscal certification and to make payments properly due under the Agreement from the appropriate Township fund, provided that no payment shall be made from federal grant proceeds when prohibited by the Agreement or applicable grant requirements.

SECTION 5. The Township Administrator and Fire Chief are authorized to provide information, coordinate the application process, maintain the Township's SAM.gov registration and FEMA GO account, and take other administrative actions reasonably necessary to complete and submit the application.

The vote was as follows:

Oscar Young

☒ Yes ☐ No ☐ Abstain

Sheila Back

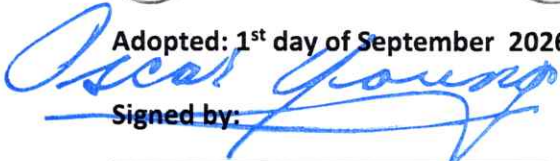
☒ Yes ☐ No ☐ Abstain

Vera Powell

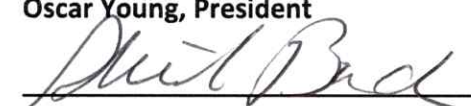
☒ Yes ☐ No ☐ Abstain

Adopted: 1st day of September 2026

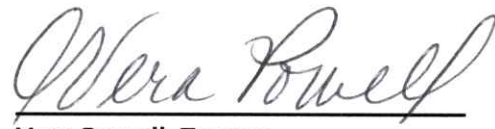
Signed by:



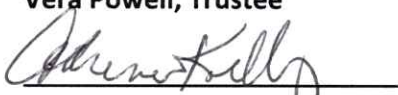
Oscar Young, President



Sheila Back, Vice President



Vera Powell, Trustee



Attest to Trustees Signatures:
Adrennia Kelly, Fiscal Officer



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GRANT APPLICATION WRITING

This Grant Application / Project Writing Agreement (the "Agreement") is entered into by **Nationwide First Responder Grants, LLC** (the "Company") and the **Jefferson Township Board of Trustees (Montgomery County, Ohio)** (the "Agency") (collectively, the "Parties") as follows:

BACKGROUND

1. The Agency would like to retain the Company to write and submit One (1) grant application containing a total of two (2) separate projects to the Fiscal Year 2026 Assistance to Firefighters Grant (AFG) program.
2. 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 grant (referred to herein as the "Grant Application Writing Services" or "Services")

Application #1 – Project #1 – Operations & Safety – PPE / SCBA's

The Agency has requested that a grant project be written to accommodate the replacement of a currently existing SCBA's and add PPE for EMS personnel. All items requested are to be compliant with all applicable and currently accepted NFPA standards.

Application #1 – Project #2 – Operations & Safety - Equipment

The Agency has requested that a grant project be written to accommodate the replacement of cardiac monitors and CPR Devices. All items requested are to be compliant with all applicable and currently accepted NFPA standards.

2. **Compensation.** The Agency agrees to provide the following compensation to the Company:
 - a. ***Financial Rate for Grant Application Writing Services.*** The Agency will compensate the Company at a rate not to exceed the following out of pocket amounts:
 - b. ***Application #1 – Project #1 – PPE/SCBA's*** - Three thousand dollars. (\$3,000.00).
 - c. ***Application #1 – Project #2 – Cardiac Monitors / CPR Devices***– Two thousand five hundred dollars (\$2,500.00).
*The total fees charged to the Agency also include online entry and monitoring of the project.
 - d. ***Successful Award Bonus.*** The Agency will compensate the Company at an amount equal to ten percent (10%) 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.
 - e. ***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 for compensating the Company



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at an amount equal to fifty (50%) percent of what would have been the successful award bonus amount, which is cited in section 2 of this agreement.

- f. **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.
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 the 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 of 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 AFG Grant program application process is extremely competitive and that the Company cannot make any guarantee of acceptance or award of the grant application. The Company assumes no liability to the Agency, or to anyone who may claim any rights due to any relationship with the Agency and the Agency agrees to hold NFRG harmless for any unsuccessful application. <<<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.** 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:



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COMPANY:

Nationwide First Responder Grants, LLC
ATTN: Mickey Smith
P. O. Box 569
Sunbury, Ohio 43074
Email: Mickey@nationwidefirstrespondergrants.com

AGENCY:

Jefferson Township Board of Trustees
ATTN: Chief Greg Wilcox
1 Business Park Drive
Dayton, Ohio 45417
Email: gwilcox@jeffersontwp.net

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 or a period of five (5) years after the date of contract execution.** <<<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 notice of 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.
- 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 Fire Act Grant project, utilize any of the Company's Confidential Information which is described in Section 9 of this Agreement. **or a period of five (5) years after the date of contract execution.** <<<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.



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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 rights, 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. **This section of the contract survives for a period of five (5) years after the date of execution.**

<<<Fire Chiefs Initials >>>

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.



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- g. **Notices.** Where this Agreement requires that a Party provide written notice to the other Party, the notifying Party shall use the contact information found in Section 8 of this Agreement.
- h. **Non-Compliance.** The Agency shall comply with all 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 entry, and award cycle of the FY2026 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 the most appropriate AFG officials and / or the Office of the Inspector General.
14. **Obligations and Remedies.** In the event that the Agency breaches the terms outlined in the Confidentiality Clause (Section 9 of the 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 are inconsistent with the terms herein.
16. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement:
- (a) acts of God.
 - (b) flood, fire, tornado, earthquake or explosion.
 - (c) war, invasion, (whether war is declared or not), terrorist threats or acts, riot or other civil unrest.
 - (d) government order or law.
 - (e) actions, embargoes or blockades in effect on or after the date of this Agreement.
 - (f) action by any governmental authority.



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- (g) local, national or regional emergencies.
- (h) strikes, labor stoppages or slowdowns or other industrial disturbances.
- (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness).
- (j) emergency state.
- (k) shortage of adequate medical supplies and equipment.
- (l) shortage of power or transportation facilities.
- (m) other similar events beyond the reasonable control of the Impacted Party.



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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:

Mickey Smith

President / C.E.O – NFRG

Date

THE AGENCY:

Signature

Title

Date

THE AGENCY:

Signature

Title

Date

THE AGENCY:

Signature

Title

Date

THE AGENCY – Fire Chief:

Signature

Title

Date

Resolution or Ordinance # _____ (if applicable)