

LORAIN COUNTY

AFG REGIONAL COMMUNICATIONS GRANT APPLICATION 2019

This agreement dated this 9th day of December, 2019, is executed between **The City of Avon Lake on behalf of the Fire Department** (hereinafter referred to as "Host") and **The City of Avon on behalf of the Fire Department** (hereinafter referred to as "The City") and states as follows:

AGREEMENT

WHEREAS, Host agrees to be the hosting City with regard to the application and submission of the 2019 Assistance to Firefighters Grant Regional Application;

WHEREAS, the Fire Department of Host (the "Host Fire Department") agrees to coordinate written application in conjunction with a grant writer of Host Fire Department's choosing;

WHEREAS, Host has retained the services of **Gatchell Grant Resources, LLC** to assist with the application and submission of the 2019 Assistance to Firefighters Grant Regional Application;

WHEREAS, Host Fire Department agrees to seek out competitive pricing for requested equipment;

WHEREAS, Host Fire Department agrees, that if grant is awarded, it will submit all necessary documentation to Department of Homeland Security with regard to required reports and drawdown requests;

WHEREAS, The City agrees to allow Host Fire Department to be the hosting department and to make application for the 2019 Assistance to Firefighters Grant Regional Application;

WHEREAS, The City agrees to work directly with and furnish all necessary documentation required to grant writer and Host Fire Department when requested within a reasonable time frame. All documentation shall be in the possession of the Host Fire Department and/or grant writer no later than December 20, 2019, via email, e-mail, or facsimile transmittal;

WHEREAS, The City understands that if the requested information is not received by December 20, 2019, their department may be omitted from the 2019 Assistance to Firefighters Grant Regional Application and said retainer fee shall be forfeited;

WHEREAS, The City understands that they must pay the non-refundable retainer fee for the grant writer per invoice within 30 days, and are solely responsible for payment of this retainer fee and the fee award associated with the grant writer, according to the grant writer's contract;

WHEREAS, The City understands and agrees that if they fail to meet their obligations with regard to their department's information, said retainer fee shall be forfeited;

WHEREAS, The City understands that they are solely responsible for their appropriate match portion according to their request package and the 2019 Assistance to Firefighters Grant Regional Application Guidelines;

WHEREAS, The City agrees to pay Host directly for the match share required for their share within twelve (12) months of the award date;

WHEREAS, The City understands that their drawdown request for their share will not be submitted until their required match share has been received by the Host in full;

WHEREAS, The City agrees that Host is not in any way responsible or liable for the quality, operations, maintenance, installation, guarantees or services provided by the equipment representative or company chosen for the purchase of Accountability equipment;

WHEREAS, The City agrees to forward all drawdown requests and any related information to Host Fire Department for approval and submission;

WHEREAS, Host and The City agree and understand that by signing this agreement, that it is a binding agreement between the entities and not the individuals and therefore is binding with all current and future authorities, representatives and officers.

CITY OF AVON LAKE - Tax ID# 34-6000166

Approved as to form:

Mayor

Law Director

Witness

CITY OF AVON - Tax ID# 34-6000165

Mayor

Witness

