

**RESOLUTION NO. 3994**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO CONTRACT WITH AGWA GRANT CONSULTING SERVICES, INC. FOR CONSULTING SERVICES RELATED TO FEMA GRANT WRITING FOR THE MILES CITY FIRE AND RESCUE DEPARTMENT.**

*WHEREAS*, the City of Miles city desires to make application to the Federal Emergency Management Agency (FEMA) for two grants to assist in funding the Miles City Fire and Rescue Department;

*AND WHEREAS* the City of Miles City desires to enter into a consulting agreement with AGWA Grant Consulting Services, Inc. to research and complete two FEMA grant applications;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Letter of Agreement between the City of Miles City, Montana and AGWA Grant Consulting Services, Inc., attached hereto as Exhibit "A", and made a part hereof, is hereby approved.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Consulting Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Consulting Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25<sup>th</sup> DAY OF OCTOBER, 2016.**

  
John Hollowell, Mayor

ATTEST:

  
Lorrie Pearce, City Clerk

# AGWA Grant Consulting Services, Inc.

13801 Walsingham Rd., Ste A -410, Largo, FL 33774

Phone: 813-260-3035 Fax: 727-596-5192

EIN: 47-2375662

Website: <http://CertifiedGrantWriters.com>

E-mail: [drporter@certifiedgrantwriters.com](mailto:drporter@certifiedgrantwriters.com)

## LETTER OF AGREEMENT

This AGREEMENT dated as of the 25th day of October, 2016, is between

**AGWA Grant Consulting Services, Inc.**, (“GCS”),

located at

13801 Walsingham Rd., Ste A -410

Largo, FL 33774

and

City of Miles City (“Client”)

located at

P. O. Box 910

Miles City, MT 59301

GCS and client desire to enter into a relationship whereby GCS will provide grant writing services to, and perform work for, Client on a one-time basis with a fixed project rate. The parties hereto agree as follows:

### 1.0 DEFINITIONS

1.1 “**Agreement**” means this Letter of Agreement.

1.2 “**GCS**” means the corporation specified above and, individually and collectively, the agents, employees, officers, principals, and consultants of such entity.

1.3 “**Client**” means the entity stated above and, individually and collectively, the agents, employees, officers, principals, subcontractors, and consultants of such entity.

1.4 “**Client Deliverables**” means all requested data and activities such as, but limited to:

- Registration with System for Award Management (SAM),
- Registration with grants.gov (or other submission portal),
- Organization’s EIN, DUNS, and NAICS numbers,
- Location(s) of project,
- Organization’s mission statement;

- Project detailed description and technical data to meet specifications required in the Notice;
- Project objectives and outcomes,
- Data required for the attachments,
- Providing the project budget including indirect base and indirect rate;
- Final Review of all documents,
- Affixing signature to submission documents, and
- Submitting applications by shipping or electronically, as required,
- All of the above in a timely manner.
- \*Files and attachments must be sent as a Word.doc file

1.5 “**Services**” means researching and completing two applications for federal grant award (Assistance to Fire Fighters Grant {AFG} and Staffing for Adequate and Emergency Response {SAFER} grant) to fund Client’s program. Services include the following:

- Assistance in preparation of application narrative, budget, budget narrative, forms, certifications, assurances, and supporting attachments as required for a complete application as stated in the Notice of Funding Announcement published in the Federal Register.
- Draft documents based on client’s deliverables will be provided to client for review in a timely manner.
- At least 5 days prior to the published deadline, on condition that the client provides information in sufficient time to complete.
- GCS will provide the final application electronically or by shipping service to Client so that the client may submit the application prior to the deadline.
- GCS will not, at any time, have control or custody of contributions.
- If the application is denied GCS will work on a follow-up proposal for the same purpose using the reviewers’ notes at no additional cost.

1.6 “**Work Product**” includes GCS’s entire right, title and interest in all documentation, data compilations, notes, notebooks, designs, drawings, models, writings, reports, sketches, specifications, memoranda, works of authorship and other data prepared and/or produced by GCS as a result of GCS’s work for Client, or delivered by GCS in the course of performing that work.

## 2.0 COMPENSATION

2.1 Compensation. For the Services performed by GCS, Client shall pay \$ 3,500.00 to *AGWA GCS* for services stated in 1.5. (AFG \$2,000 & SAFER \$1,500)

2.2 Payment. A Binding Fee of \$ 2,000.00 shall be *paid to AGWA GCS* upon signing of this contract. The balance of \$1,500 is due upon completion of both grant applications. Payment may be made by check and sent by regular mail to the address on this work agreement.

2.3 Responsibility. GCS shall be responsible for all costs and expenses incidental to the performance of the Services (including, without limitation, costs of labor, materials, supplies, and equipment), except as otherwise expressly agreed upon by the parties.

2.4 Termination of Services. Client retains the right to terminate services at any point. Client agrees to compensate GCS for work already performed by GCS on behalf of Client at the rate of \$50.00 per hour not to exceed the agreed compensation stated in 2.1 above.

2.5 Non-responsive Client deliverables. If GCS cannot complete services due to non-responsive action by Client, such as not providing Client Deliverables, then GCS will issue a termination notice and Client agrees to compensate GCS for work already performed by GCS on behalf of Client at the rate of \$50.00 per hour not to exceed the agreed compensation stated in 2.1 above. If a refund is due to Client, GCS's check will be mailed within 10 business days after issuance of written termination notice.

2.6 Non-Exclusive Relationship. This Agreement is non-exclusive. GCS may perform work for others during the term of this Agreement, provided that such work does not interfere with GCS's performance of the Services under this Agreement.

### **3.0 SERVICES: SUPERVISION BY CLIENT**

#### **3.1 Method of Performing Services; Supervision**

- (a) GCS shall provide the Services to Client in accordance with the terms and conditions of this Agreement. GCS shall generally determine the method, details and means of performing the Services. Client shall not have the right to control the exact manner or determine the precise method of performing the Services. Client may exercise a general right of supervision and control over the results of the Services performed by GCS to ensure satisfactory performance thereof. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the Services.
- (b) GCS will at all times conduct the Services in a manner that will not adversely affect Client's business, operations, reputation and goodwill.

3.2 Scheduling and Reporting. GCS shall use his, her or its best efforts to accommodate Client's work schedule requests. If GCS is unable to perform the scheduled Services for causes beyond GCS's reasonable control, GCS shall perform such Services as soon as is reasonably practicable.

3.3 Ownership of Work Product. Without limiting any obligation or liability of the GCS under this Agreement each of the Parties hereto acknowledges, recognizes and agrees that, after the completion of GCS's work product, Client shall own all right, title and interest in all Intellectual Property in said work product.

## **4.0 WARRANTIES**

4.1 Warranty. GCS warrants to Client that (i) GCS has all requisite right and authority to enter into this Agreement with Client and is duly authorized to do business in the state in which the Services are to be performed, (ii) all Services will be performed by GCS in accordance with this Agreement and all applicable laws, ordinances, codes, rules and regulations, and (iii) all Services will be performed by GCS in a good, skillful, competent and professional manner, in accordance with the best practices of the non-profit services industry.

4.2 Corrections. If any of the Services do not comply with the foregoing warranties, GCS shall correct the deficiency at his, her or its sole cost and expense within seven (7) days after Client's written request therefore.

## **5.0 INDEMNIFICATION**

5.1 Indemnify. To the fullest extent permitted by law, GCS shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, suits, proceedings, losses, damages, penalties, obligations, liabilities, costs and expenses (including, without limitations, reasonable attorneys' fees and disbursements) arising directly or indirectly, in whole or in part, from the performance of , or the failure to perform, the Services by GCS, the negligence or willful misconduct of GCS or the breach by GCS of his, her or its obligations under this Agreement, except to the extent arising from the sole negligence or willful misconduct of the Client. The foregoing indemnity shall apply to the acts and omissions of GCS's agents, employees, officers, and principals. Client shall have the right to offset against any compensation otherwise due GCS hereunder the amount of any claims, losses, damages, penalties, liabilities, costs or expenses to which Client is entitled to indemnification by GCS under this Section 5.1

## **6.0 MERGER AND INTEGRATION**

6.1 Integration. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended or modified by a written document duly executed by all parties.

## **7.0 TERM: TERMINATION**

7.1 Term. This Agreement is terminable upon completion of services, non-responsive action by Client, or circumstances beyond anyone's control, with a written notice of termination to the other party. Non-responsive action is defined as lack of Client response to GCS for the lesser of 30 days or by 10 days prior to a grant deadline. The termination of the Agreement and/or Services shall be effective upon GCS's and Client's receipt of such written notice unless otherwise expressly provided therein. Upon receipt of such notice, GCS shall immediately cease performing all Services and advise Client in writing of the extent to which the Services have been completed by GCS through the date of termination.

Provided that GCS is not in default under this Agreement, GCS shall be compensated for the Services performed by GCS through the date of termination in accordance with Section 2.4 above.

7.2 Waiver of Non-Compliance. No delay or failure on the part of a party in requiring strict performance of, or enforcing any rights under, this Agreement shall operate as a waiver of the same.

**8.0 DISPUTE RESOLUTION**

8.1 Dispute Resolution. It is intended that this contract be valid and enforceable under the laws of the state of Montana and that the laws of this state shall govern the contract's interpretation.

**CLIENT**

City of Miles City

  
\_\_\_\_\_  
Signature

John Hollowell  
\_\_\_\_\_  
Print Name

Mayor  
\_\_\_\_\_  
Title

Date: 10-25-14

**GRANT CONSULTANT**

AGWA Grant Consulting Services

John Porter  
\_\_\_\_\_  
Signature

John Porter  
\_\_\_\_\_  
Print Name

Certified Grant Writer®  
\_\_\_\_\_  
Title

Date: 10/25/2016