

## **Agreement**

**BETWEEN  
CITY OF GAHANNA, OHIO  
AND  
KIMBALL ASSOCIATES, P.A.**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Two.

Between City of Gahanna, hereafter "CLIENT", and Kimball Associates, P.A., a North Carolina Corporation having its principal place of business at 615 West Highland Avenue, Ebensburg, PA 15931, hereafter "COMPANY" or "KIMBALL".

For the Following "Project": GRANT WRITING SERVICES

This Agreement shall serve as the master Agreement between the Client and Company for the services as identified in the Proposed Methodology incorporated and adopted herein by reference.

WHEREAS, the CLIENT is a Municipality established under the laws of the State of Ohio and has the legal authority to enter into an Agreement with the COMPANY; and

WHEREAS, the CLIENT desires to engage the COMPANY to render the professional services described in this Agreement and the COMPANY is qualified and willing to perform such services.

NOW, THEREFORE, the COMPANY agrees to provide services specified in this Agreement to the CLIENT in accordance with the following:

**SECTION 1  
PROJECT/CONSULTANT SERVICES**

The COMPANY agrees to provide grant writing and grant administration services for those grants obtained through the efforts of the COMPANY under the terms of this Agreement.

**SECTION 2  
COMMENCEMENT OF SERVICES**

The services shall commence on the later date of signing of this Agreement by both parties.

**SECTION 3  
GENERAL PROVISIONS**

3.1 **PROHIBITED INTEREST.** The COMPANY agrees that it presently has no interest and shall not acquire any interest in the geographic project area, directly or indirectly, which would conflict in any manner or degree with the performance of its services. The COMPANY further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

3.2 **INDEPENDENT CONTRACTOR.** In the performance of the services, the COMPANY shall act as an independent consultant and not as agent of the CLIENT except to the extent the COMPANY is specifically authorized to act as agent by the CLIENT.

3.3 **OWNERSHIP OF DOCUMENTS.** All deliverable documents relating to the services defined in this Agreement shall be the sole property of the COMPANY.

3.4 **RESPONSIBILITY/LIABILITY.** The COMPANY shall exercise in its performance of the services the standard of care normally exercised by nationally recognized consulting organizations engaged in performing comparable services.

3.5 **HOLD HARMLESS.** The COMPANY hereby agrees to, and shall hold the CLIENT, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from COMPANY operations under this Agreement.

**SECTION 4  
COMPENSATION**

The COMPANY shall be paid between 5% and 10% of the value of the grant amount obtained by the CLIENT, depending on the type of grant, which are obtained through the efforts, in whole or in part of the COMPANY. The COMPANY shall be paid a 0% retainer fee. If CLIENT does not receive a grant award, the COMPANY will receive no compensation.

\* or elects not to accept a grant  
to which it is entitled,

**SECTION 5  
TERMINATION**

The CLIENT and/or COMPANY may terminate this Agreement provided that thirty (30) days written notice is provided to the other party. In the event of termination of this Agreement by the CLIENT, the CLIENT shall be obligated to pay the COMPANY for all scheduled grant administration fees, as defined in this Agreement, for any and all grants and/or any other funding obtained by the CLIENT through efforts, in full or in part, of the COMPANY.

**SECTION 6  
OTHER**

This Agreement shall constitute the entire Agreement between the parties hereto pertaining to the services for this project. Notwithstanding any and all other terms and conditions defined herein, the CLIENT understands and accepts that the COMPANY may not be successful in obtaining any grants or other such funding whatsoever and shall hold the COMPANY harmless, in whole or in part, if no funding has been obtained under the terms and conditions of this Agreement. The CLIENT also agrees to supply the COMPANY with any and all required data and/or documentation to successfully complete an agreed upon grant application.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the City of Gahanna, Ohio, and Kimball Associates, P.A., by its duly authorized officers, have caused these presents to be properly executed, under seal, the day and year first above written.

**CITY OF GAHANNA, OHIO**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
Title:  
Date:

**KIMBALL ASSOCIATES, P.A.**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
R. Jeffrey Kimball, President  
Date:

## **NON-DISCLOSURE AGREEMENT**

**Between  
City of Gahanna, Ohio  
and  
Kimball Associates, P.A.**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Two.

Between City of Gahanna, hereafter "CITY", and Kimball Associates, P.A., a North Carolina Corporation having its principal place of business at 615 West Highland Avenue, Ebensburg, PA 15931, hereafter "Kimball".

City wishes to disclose information to Kimball, for the purposes of grant writing services provided by Kimball, that is proprietary and confidential, hereafter collectively "Information", in any form whatsoever.

Therefore, City and Kimball agree:

- 1) Disclosure of Information delineated by City in writing as confidential shall not be disclosed by Kimball to third parties;
- 2) Kimball will use Information only for the stated purpose;
- 3) Kimball will restrict disclosure of Information solely to those employees or associates having a need to know such Information in order to accomplish the stated purpose;
- 4) Kimball will advise each such employee or associate of the obligations under this Agreement and require each such employee or associate to maintain those obligations;
- 5) Information shall remain the sole property of City;
- 6) In the event that a breach or threatened breach or intended breach of this Agreement by Kimball, City shall be entitled to preliminary and final injunctions enjoining such breach or threatened breach or intended breach, in addition to any other rights and remedies available to it at law or in equity.

This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Kimball's obligations of confidentiality and restrictions on use of Information disclosed by City shall survive termination of this Agreement.

City of Gahanna, Ohio

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Date

Kimball Associates, P.A.

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Date