Grants Office, LLC
Proposal

Get in the GameGrants Development Program

Prepared & Presented to:

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Company History & Experience

Grants Office, LLC ("Grants Office") is a New York limited liability company, located in Rochester, New York. Established in 2000, Grants Office has been instrumental in helping clients understand and negotiate the grants process. Company President and CEO, Michael Paddock, has more than ten years of strategic grants development consulting experience.

Grants Office is a full-service provider of strategic grants development services for municipalities, not-for-profit organizations and industry partners. Grants Office's services enable its clients to develop strategic direction and successfully implement a grant-seeking program in a cost-effective, goal-oriented manner. Specific services include grant program research, grant writing, project development, training and support. Grants Office manages every aspect of its clients' grant development process.

Grants Office development teams consist of members with distinct functional areas of expertise, which include grant writing, grant research, project management, account management and strategic planning. Grants Office's approach is based on collaboration and open communication between team members and clients. Our focus is on developing a strategic, robust grants development program that reduces cost, lowers risk and typically shrinks the investment of time and resources by the client.

Grants Office Team

Grants Office creates program teams that are matched with each client based on the skill-set and experience required to provide the highest value to the client. The Grants Office team consults with each client to analyze the feasibility of obtaining program and project funding, suggesting ways to increase fundability such as by collaborating with other organizations and maintaining flexibility or willingness to expand programs and long-term planning, as appropriate. A Grants Office team may consist of individuals from several key functional areas, including:

Senior Management

The Senior Strategist is responsible for optimizing the outcomes of the grants development initiatives. As a consultant, the Strategist knows how to best develop and implement a grants development strategy within your organization. The Senior Strategist will ensure that your program is progressing towards its strategic goals and will transition the day-to-day program operations to the rest of the project team.

Project Manager

The Project Manager is responsible for developing the project timeline, distributing all project information and serving as the primary point of contact throughout the project.

Grants Development Consultant

The Grants Development Consultant is an experienced grant researcher and is responsible for developing the grant-seeking plan, in accordance with the client's stated goals.

Grantwriter

The Grantwriter will work directly with the client to develop and submit a high quality, competitive grant proposal.

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The terms and conditions set forth in this proposal shall, upon acceptance by The City of Gainesville ("Client"), form a legally binding agreement between the parties (the "Agreement").

Scope of Work

Grant Development Proposal

Grants Office will provide the following services (the "Services") on a non-exclusive basis to Client pursuant to the terms of this Agreement:

Grants Office's Get in the Game Grants Program enables organizations interested in grants support to cost-effectively develop an introductory grants support program. This allows the organization to take a phased approach to building a comprehensive internal infrastructure for grants development.

The Get in the Game Grants Program consists of 4 phases:

Needs Assessment/Project Plan

Grants Office Project Manager and Grants Development Consultant will work directly with the organization to gather information necessary to complete thorough research and asses the group's current goals and needs.

2. Research

With the information gained in the Needs Assessment phase of the project, Grants Office will now have the direction it needs to begin its grants research. A grants development consultant will research funding opportunities that will support the programmatic and institutional objectives of the organization.

3. Grantseeking Plan

Once the research has been completed, the Grants Office research staff will work directly with the organization contact to streamline the research into a workable plan. Typically, the plan will outline the timelines, deliverables and action items associated with particular grants.

4. Proposal Development

Based on the organization's grantseeking plan, a Grants Office writer will develop and submit one initial high quality proposal within one year of the contract start date. In addition to the ongoing work with the main contact, the organization will be given a minimum of two opportunities to review substantially complete drafts of the proposal(s).

Any submitted high quality proposal or substantially complete drafts or subsequent grants prepared by Grants Office may be completed by client, or upon request by Grants Office and in the latter case may be written at a reduced cost due to content redundancy. Costs for these services will be determined as the Client representative makes these requests.

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Deliverables

The grants development activities will consist of several key deliverables:

- 1. A report of federal and/or state grant programs that could support funding needs
- 2. One-year grantseeking plan
- 3. One completed proposal for funding
- 4. One-year subscription to UPstream $^{\mathsf{TM}}$ Online Knowledge Base



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Fee for Services

Grants Office's fee for the Services (the "Fee") will be **NO CHARGE**. Any additional services, beyond the scope of the Services set forth herein, provided by Grants Office to Client will be billed at the rate of \$180 per hour.

Payment Schedule

NO CHARGE

***Additional fees may apply to grants or activities priced above a \$4,900 flat fee. Grants Office shall advise client when and if any services to be performed by Grant Office would exceed the flat fee amount.

Role of the Client Representative

Client will designate a representative (the "Client Representative") who will be the primary liaison between Client and the Grants Office team members. The Client Representative will play an important role in the grants development initiative by providing organizational information, planning and technical support. Grants Office will make every effort to ensure that the Client Representative's time is used as efficiently and sparingly as possible. Client agrees that the Client Representative will be available for meetings with Grants Office team members on reasonable notice and that failure of the Client Representative to attend scheduled meetings or provide relevant information, if detrimental to Grants Office's ability to perform the Services, shall excuse performance by Grants Office hereunder and may be grounds for termination of this Agreement by Grants Office. The Client Representative should assume that participation in the grants development process will require approximately 15 hours of such Client Representative's

Rights to the Work Product

Each party shall own the entire right, title and interest in and to any Work produced by Grants Office as a result of the Services provided by Grants Office to Client, whether or not patentable, copyrightable or otherwise protectable (the "Work"). Both parties assign to the other and binds themselves not to assert any so-called "moral rights" which either party has or may have in the Work") Each party shall own the entire right, title and interest in any raw data generated by Client for purposes of developing a grant proposal.

Termination

Either party shall have the right to terminate this Agreement after written notification to the other party upon the breach of any of the terms of this Agreement that is not cured within five (5) days of receipt of such notice. If the Client terminates this Agreement before all the work contemplated in the Services has been completed, Client will remain responsible for paying for all work performed through the effective date of termination.

Disclaimer

Grants Office will perform its obligations pursuant to the terms of this Agreement consistent with its knowledge and experience of grants to attempt to secure grant funding on behalf of Client. However, as Grants Office has no control over the awarding of grants, which determination will be made in the sole discretion of the grantor, Client acknowledges and agrees that nothing shall be construed from the terms of this Agreement to imply a guaranty by Grants Office of a successful outcome to any grant application and that there is no guaranty that any grant funding will be awarded.

Confidentiality

Grants Office and Client agree that each may not disclose Confidential Information belonging to the other except as set forth in this Agreement. Accordingly, the parties agree:

 To treat all Confidential Information belonging to the disclosing party in confidence and to exercise at least such care with respect to the disclosing party's Confidential Information as the receiving party would exercise with respect to its own Confidential Information;

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- To use Confidential Information belonging to the disclosing party only for the purposes of carrying out the obligations of this Agreement;
- Not to copy, in whole or in part, Confidential Information belonging to the disclosing party except to the extent necessary to carry out the obligations of the Agreement or as required by law;
- Not to disclose Confidential Information belonging to the disclosing party to any third parties except as required by law:
- For the purposes of carrying out the objectives of this agreement, to limit dissemination of Confidential Information belonging to the disclosing party only to those employees/contractors of the receiving party who have a need to know to carry out the obligations of this Agreement; and
- To return to the disclosing party, or destroy, all Confidential Information belonging to the disclosing party upon termination or expiration of this Agreement.

For purposes of this agreement, "Confidential Information" means any information in any format, which constitutes proprietary information or is a valuable trade secret of a party and shall include, but not be limited to, information, data, strategies, sample documents, plan designs, plan implementation processes or methodologies owned by the disclosing party relating to the Services or the disclosing party's business, to the extent that such information meets the definition of "Trade Secrets" as provided by Florida Law, has been so delegated by Grants Office, and the copying or disclosure would be a violation of F.S. 812.081.

Remedies

The parties acknowledge that any unauthorized use of Confidential Information by a receiving party may cause irreparable harm and loss to the disclosing party. Accordingly, in addition to any remedies which either party may have under this Agreement or at law, each party shall be entitled to injunctive and/or equitable relief to prevent the breach or continued breach of any of the terms or provisions herein, and the breaching party agrees not to raise as a defense to any action or proceeding for injunction the claim that the other party would be adequately compensated by monetary damages.

Client Representation and Warranty

Client represents and warrants that any and all information supplied to Grants Office for the purposes of preparing Deliverables or providing Services will be true, accurate and complete as of the date supplied.

Limitation of Liability

Grants Office's maximum liability for any breach of this Agreement, or any claim related to the Services, shall be limited to the amount of the Fee set forth herein. IN NO EVENT SHALL GRANTS OFFICE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR DAMAGE TO REPUTATION.

Miscellaneous

This Agreement may not be assigned by Client in whole or in part without the written consent of Grants Office, which consent shall not be unreasonably withheld, and any attempted assignment not in accordance with this section shall be void. Grants Office shall be permitted to subcontract such portions of the Services as it deems necessary or appropriate to perform the Services.

All notices required by this Agreement shall be in writing and shall be deemed delivered (i) as of the day personally delivered; (ii) three (3) business days after being mailed, postage prepaid, certified or registered mail, return receipt requested; or (iii) as of the day telecopied, with a confirming copy sent by mail, addressed to the appropriate party at the address set forth at the beginning of this Agreement or such other address as the party may request in writing.

The Agreement shall be governed by the laws of the State of Florida . Both parties consent to the jurisdiction of the state and federal courts seated in Alachua -County, Florida with respect to any disputes arising between the parties.

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No breach of any term of this Agreement shall be deemed waived by either party unless the waiver is executed in writing. No such waiver shall be deemed a waiver of any other breach unless expressly set forth in such waiver.

The Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The Agreement may only be modified or amended by a subsequent writing, duly executed by both parties hereto.

The headings used in this Agreement are for convenience of reference only and do not form a part hereof and shall not in any way modify, interpret or construe the intent of the parties hereto.

Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same agreement.



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Acceptance of Proposal

I have read the above proposal, and I direct Grants Office to begin work, subject to the terms of this Agreement:

*Signature:

*Name

*Name: Dan Casion

*Title:

*Title: Manager of Grants Development and Administration

*Date: 12/15/2008

Billing Information

City of Gainesville Grants Office, LLC

*Name/Department: *Name/Department: Billing

*Address: 69 Cascade Drive, Suite 102 Rochester, NY
*Email:

*Email: *Email: billing@grantsoffice.com

*Telephone: *Telephone: 585-473-1430 ext. 109

"*"-indicates a required field. Proposal development will not commence unless all required fields are completed and the signed proposal is received by the Manager of Grants Development and Administration (email: dcasion@grantsoffice.com; fax: 585-473-1436; mail: 69 Cascade Drive, Suite 102; Rochester, NY 14623)

