

**RESOLUTION NO. 38-2019**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MULTIPLE BUTLER COUNTY JURISDICTIONS TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FOR A MULTI-AGENCY RADIO GRANT.

WHEREAS, multiple Butler County jurisdictions desire to file a joint grant application for new radios for the departments of fire for said jurisdictions; and

WHEREAS, Liberty Township will be the lead agency on the submission of the joint grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

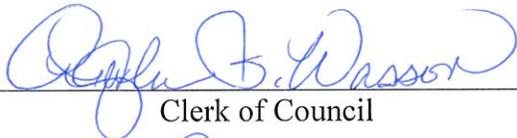
SECTION 1: The City Manager is authorized to enter into a Memorandum of Understanding with multiple Butler County jurisdictions to apply for an Assistance to Firefighters Grant Program for a multi-agency radio grant pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

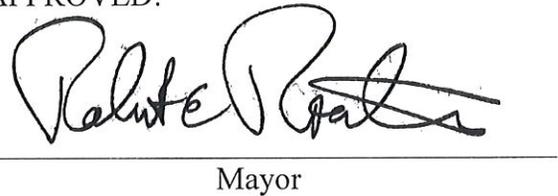
SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: August 27, 2019

ATTEST:

APPROVED:

  
Clerk of Council

  
Mayor

First Reading: August 13, 2019

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

  
Clerk of Council  
City of Monroe, Ohio



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**Butler County Fire/EMS Agencies**

**Memorandum of Understanding**

Between

**Liberty Township Fire Department**

And

**Hamilton Fire Department**

**Hanover Township Fire Department**

**Madison Township Fire Department**

**Middletown Fire Department**

**Milford Township Fire Department**

**Monroe Fire Department**

**Morgan Township Fire Department**

**Oxford Fire Department**

**Reily Township Fire Department**

**Ross Township Fire Department**

**St Clair Township Fire Department**

**Trenton Fire Department**

**Wayne Township Fire Department**

This Memorandum of Understanding ("MOU"), is effective as of 6/18/2019 (the "Effective Date"), by and between the Hamilton Fire Department, Hanover Township Fire Department, Madison Township Fire Department, Middletown Fire Department, Milford Township Fire Department, Monroe Fire Department, Morgan Township Fire Department, Oxford Fire Department, Reily Township Fire Department,



Hanover Township Fire Dept	\$ 21,661.20
Liberty Township Fire Dept	\$ 20,978.05
Madison Township Fire Dept	\$ 15,081.50
Middletown Fire Dept	\$ 34,962.45
Milford Township Fire Dept	\$ 17,683.85
Monroe Fire Dept	\$ 23,033.30
Morgan Township Fire Dept	\$ 9,326.80
Oxford Fire Dept	\$ 16,725.70
Reily Township Fire Dept	\$ 18,919.90
Ross Township Fire Dept	\$ 21,936.20
St Clair Township Fire Dept	\$ 12,612.30
Trenton Fire Dept	\$ 12,337.30
Wayne Township Fire Dept	\$ <u>11,104.15</u>
<b>Total Match</b>	<b>\$ 262,140.20</b>

The Parties understand and knowledge that their contribution of matching funds under this MOU will be made from current revenues available to them.

### **Section 3. Term/Termination**

The Term of this MOU commences on the Effective Date and will continue until the time the AFG funding has been received, goods purchased and distributed, and all obligations under this AFG MOU have been met by the Agencies. This MOU will terminate immediately if the Agencies do not receive funding under the AFG grant process. Once funding has been appropriated, all Agencies are committed to compliance with this MOU and the AFG conditions and AFG guidelines, and will become immediately responsible for all duties and obligations assigned to them under this MOU.

### **Section 4. Miscellaneous Provisions**

**A. Applicable Law:** This MOU is governed by the laws of the State of Ohio. Any action brought based on or related to a dispute arising under this MOU shall be brought in a court of competent jurisdiction in Butler County, Ohio.

**B. Cooperation/No Shared Liability:** The Agencies agree to cooperate with each other in good

faith at all times during the Term of this MOU in further of the purposes and intent of this MOU. Each Party to this MOU acknowledges and represents that this MOU has been executed by a duly authorized representative of the same. Each Party expressly acknowledges and understands that it is solely responsible for its duties and obligations under this MOU and any actions taken with respect to this MOU. In no event shall any Party be held liable or responsible for the acts of any other Party hereto.

**C. Severability:** Should any provision in this MOU be found or deemed to be invalid, this MOU will be construed as not containing such provision without affecting the validity of any other provision herein and all other provisions which are otherwise lawful will remain in full force and effect.

**D. Public Information Act:** The Parties understand that Ohio Public Records law, as it may be amended, will apply to this MOU. This MOU and all written information generated under this MOU may be subject to release under the Act.

**E. Binding Effect.** This MOU will take effect immediately upon execution by all Parties hereof and will inure to the benefit and be binding upon the representatives, agents, employees, administrators, successors, and assigns of the Parties hereto. No Agency will assign, sublet or transfer any interest in this MOU without the written consent of all other Parties. Each Party shall reserve its constitutional, statutory and common law rights, privileges, immunities and defenses.

**F. Entire Agreement/Amendments.** This MOU, including appendices and referenced attachments, represents the entire and integrated MOU between the Parties and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the Parties. This MOU may be amended only by a separate written instrument signed by all Parties hereto.

**G. Obligations/Rights in Third Parties.** By entering into this MOU, the Parties do not intend to create any obligations express or implied other than those set out herein; this MOU does not create any rights in any party who is not a signatory hereto.

**H. Notice.** Unless otherwise specified, written notice will be deemed to have been duly served if delivered in person or sent by certified mail to the business addresses of each Party listed below.

**I. Applicable Law:** This MOU is governed by the laws of the State of Ohio. Any action brought based on or related to a dispute arising under this MOU shall be brought in a court of competent jurisdiction in Butler County, Ohio.

**J. Cooperation/No Shared Liability:** The Agencies agree to cooperate with each other in good faith at all times during the Term of this MOU in further of the purposes and intent of this MOU. Each Party to this MOU acknowledges and represents that this MOU has been executed by a duly authorized representative of the same. Each Party expressly acknowledges and understands that it is solely responsible for its duties and obligations under this MOU and any actions taken with

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**O. Obligations/Rights in Third Parties.** By entering into this MOU, the Parties do not intend to create any obligations express or implied other than those set out herein; this MOU does not create any rights in any party who is not a signatory hereto.

**P. Notice.** Unless otherwise specified, written notice will be deemed to have been duly served if delivered in person or sent by certified mail to the business addresses of each Party listed below.

**Liberty Township Fire Department:**

**Hamilton Fire Department:**

345 High St  
Hamilton, Ohio 45011

**Hanover Township Fire Department:**

1775 Morman Rd  
Hamilton, Ohio 45013

**Madison Township Fire Department**

5610 West Alexandria Rd  
Middletown, Ohio 45042

**Middletown Fire Department:**

2300 Roosevelt Blvd  
Middletown, Ohio 45044

**Milford Township Fire Department:**

P.O Box 68  
Collinsville, Ohio 45044

**Monroe Fire Department:**

P.O. Box 330  
Monroe, Ohio 45050

**Morgan Township Fire Department:**

5654 Cincinnati Brookville Rd  
Okeana, Ohio 45053

**Oxford Fire Department:**

217 South Elm St  
Oxford, Ohio,45056

**Reily Township Fire Department:**

6093 Reily Millville Rd  
Reily, Ohio 45056

**Ross Township Fire Department:**

4055 Hamilton-Cleves Rd  
Fairfield, Oio 45014

**St. Clair Township Fire Department:**

3900 Hamilton-Trenton Rd  
Hamilton, Ohio 45011

**Trenton Fire Department:**

300 North Miami St  
Trenton, Ohio 45067

**Wayne Township Fire Department:**

4575 Oxford Middletown Rd  
Trenton, Ohio 45067

**[SIGNATURE PAGE]**

This Agreement is hereby accepted by the Parties hereto and effective as of the date of the last Party's signature herein.

**Liberty Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Hamilton Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Hanover Township Fire Department:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Madison Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Middletown Fire Department:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Milford Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Monroe Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Morgan Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Oxford Fire Department:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Rely Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Ross Township Fire Department:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**St Clair Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Trenton Fire Department:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**Wayne Township Fire Department**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title