

RESOLUTION NO. 2017- 1997

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN BOTH A MEMORANDUM OF UNDERSTANDING AND AN APPLICATION FOR SUBMISSION TO THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE SAFETY CAPITAL GRANT PROGRAM AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Ohio Development Services Agency has funds available through the Local Government Safety Capital Grant Program for the purchase of vehicles, equipment, facilities, or systems needed to enhance public safety, and

**WHEREAS**, the grant allows for funds up to \$500,000.00 to political subdivisions to be used by police, fire, and/or EMS providers to enhance public safety, and

**WHEREAS**, the Fire Department has a need for a new vehicle and dispatch system. In addition the Police Department has a need to purchase body cameras and dispatch system. If the City is awarded the grant, Fremont's monetary obligation will be determined based upon the extent of the award, and

**WHEREAS**, the Ohio Development Services Agency is accepting applications from these eligible political subdivisions through January 6, 2017.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FREMONT, STATE OF OHIO:**


**SECTION 1.** That the Mayor is hereby authorized both to sign a Memorandum of Understanding and submit a grant application to the Ohio Development Services Agency. A copy of the Memorandum is attached hereto.

**SECTION 2.** That any grant funds obtained will be used by the Fremont Fire Department for the purchase of a new vehicle and dispatch system and the Fremont Police Department for the purchase of a new dispatch system and body cameras.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

**SECTION 4.** The immediate operation of the provisions of this resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to file application with the Ohio Development Services Agency by the deadline of January 6, 2017.

This resolution, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this resolution shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.

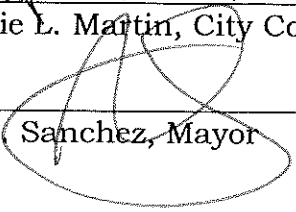
  
Jamie Hafford  
President of Council

PASSED: 1-5-17

Effective date: 1-5-17

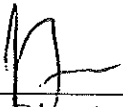
YEAS: 7 NAYS: 0

  
Stephanie L. Martin, City Council Clerk

  
Daniel R. Sanchez, Mayor

RES490

Approved as to form:

  
James F. Melle, Director of Law  
City of Fremont, Ohio

## MEMORANDUM OF UNDERSTANDING

December 20, 2016

Subject: Local Government Innovation Fund – Grant Application for a **Safety Capital Grant**

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered as of the \_\_\_ day of \_\_\_\_\_, 2016, by and amongst the City of Fremont (“**City of Fremont**”) and the Sandusky County Emergency Management Agency (“**SCEMA**”). In this MOU, the term “Party” is used to refer to each party individually and the term “Parties” is used to refer to them collectively.

**WHEREAS**, in \_\_\_\_\_, 2016, each Party adopted, approved, and authorized a Resolution showing support to become an applicant for a grant through the Local Government Safety Capital (the “LGSC Funding”), with Fremont Fire being the main applicant;

**WHEREAS**, the Parties have had the opportunity to discuss their roles as applicants for LGSC Funding; and

**WHEREAS**, the Parties have determined that they desire to enter into this MOU.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

1. The City of Fremont shall bear the costs associated with the LGSC grant application, be entitled to receive any grant award obtained, and take responsibility for administering the grant.
2. The City of Fremont, as lead applicant, shall coordinate with Fremont Fire for the purchase of a new vehicle and new dispatch system needed to enhance public safety for the immediate and surrounding areas.
3. The City of Fremont’s filing of the LGSC grant application does not prohibit any Party from applying for the grant through their respective political subdivision.
4. This MOU contains the entire agreement of the Parties, with respect to the subjects contained herein, and there are no representations, promises, warranties, covenants, etc., or undertakings other than those expressly set forth or provided for in this MOU; it being understood that this MOU supersedes all prior agreements and understandings between the Parties except for those set forth in the Agreement for Mutual Aid for Emergency Services already signed by all Parties.
5. Should any provision or provisions of this MOU be determined to be unlawful or unenforceable by any arbitrator, any court, or any agency having competent jurisdiction, said provision or provisions shall be null and void, the remaining provisions hereof remaining in full force and effect.

6. That it is agreed that this MOU is made on a non-precedential basis and shall not be utilized by any Party hereto in connection with any matter or proceeding amongst the Parties, except with respect to the matter of enforcing and/or interpreting its express terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed copies of this Memorandum of Understanding each of which constitutes an original, but each of which, when taken together, will constitute the same document.

**AGREED:**

**CITY OF FREMONT**

**SANDUSKY COUNTY EMERGENCY  
MANAGEMENT AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_