

**RESOLUTION NO. 19-2022**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE, LIBERTY TOWNSHIP, AND WEST CHESTER TOWNSHIP FOR USE OF A TRAFFIC INCIDENT MANAGEMENT SAFETY UNIT.

WHEREAS, the use of a Traffic Incident Management Safety Unit will assist first responders in blocking traffic on high-speed roadways.

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

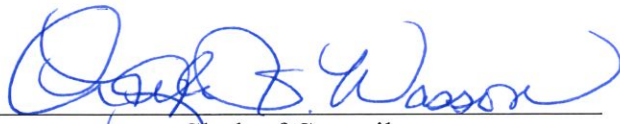
SECTION 1: The City Manager is hereby authorized to enter into a Memorandum of Understanding by and between the City of Monroe, Liberty Township, and West Chester Township for the use of a Traffic Incident Management Safety Unit. The terms and conditions of the Memorandum of Understanding are marked 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: May 10, 2022

ATTEST:

APPROVED:

  
Clerk of Council

  
Mayor

First Reading: April 26, 2022

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN West Chester Fire Department,  
Liberty Township Fire Department and Monroe Fire Department**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the West Chester Fire Department ("WCFD"), whose address is 9119 Cincinnati Dayton Road West Chester, Ohio 45069, and the Liberty Township Fire Department ("LTFD"), whose address is 6682 Princeton Glendale Road Liberty Township, Ohio 45011, and Monroe Fire Department ("MFD") whose address is 6262 Hamilton Middletown Road Middletown, Ohio 45044.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Traffic Incident Management Safety Unit (TIMSU) will respond and function, and will include the parties' responsibility to house, staff and maintain the vehicle and equipment.

3. **Term of MOU.** This MOU is effective after all parties have signed and a start date to launch the program is jointly agreed upon and shall remain in full force and effect for not longer than Three (3) Years from the effective date. Before the completion of the third year of this MOU, the parties will review the MOU and modify if needed. This MOU may be terminated, without cause, by any party upon sixty (60) days written notice, which notice shall be delivered by hand, e-mail with read receipt or by certified mail to the addresses listed above.

4. **Responsibilities of West Chester Fire Department.** The WCFD agrees to pay one-third (1/3) of the cost necessary emergency lighting, reflective striping, and traffic control and safety equipment to make the TIMSU operational. Additionally the WCFD agrees to equally split the responsibility for regular and routine preventative maintenance of the TIMSU with MFD by providing regular and routine maintenance on an alternating basis. WCFD will provide maintenance of the TIMSU for the first service occurrence after the effective date of this MOU and for every other occurrence thereafter.

5. **Responsibilities of Liberty Township Fire Department.** LTFD agrees to provide the vehicle (1999 Sutphen Rescue Pumper), housing, fuel and staffing for the TIMSU. LTFD agrees to pay one-third (1/3) of the cost necessary emergency lighting, reflective striping, and traffic control and safety equipment to render the TIMSU operational. Additionally, the LTFD agrees to accept sole responsibility for making drive train repairs to the TIMSU, providing adequate property and liability insurance for the vehicle, and providing training necessary to satisfy insurance requirements to permit non-LTFD personnel to operate the vehicle.

6. **Responsibilities of the Monroe Fire Department.** MFD agrees to pay one-third (1/3) of the cost of necessary emergency lighting, reflective striping, and traffic control and safety equipment to render the TIMSU operational. Additionally, MFD agrees to split the responsibility for regular and routine preventative maintenance for the TIMSU with WCFD by providing regular and routine preventative maintenance for the TIMSU with WCFD by

providing regular and routine maintenance on an alternating basis. MFD will provide maintenance of the TIMSU for the second service occurrence after the effective date of this MOU and for every other service occurrence thereafter.

**7. General Provisions**

- A.** Initial costs to upgrade lighting, striping and equipment shall not exceed \$35,000; and, the cost will be split equally between WCFD, LTFD and MFD.
- B.** Cost of general maintenance and replacement of worn traffic control and safety equipment will be split between the parties.
- C.** The cost of all repairs needed to maintain the TIMSU in operational condition will be split equally between the parties.
- D.** Repairs and equipment replacement with a cost of less than \$30,000 will be considered on a case by case basis and will require prior written approval by all parties and go through each party's normal purchasing approval process before any repairs are initiated.
- E.** Significant repairs needed to maintain the TIMSU in operational condition with a cost of \$30,000.00 or greater may place the TIMSU out of service. In the event the parties do not jointly agree to fund repairs necessary to return the TIMSU to operational condition or a grant cannot be obtained to fund repairs, this MOU will be null and void. If this MOU is voided, all equipment jointly purchased by the parties will be equally distributed between the parties.
- F.** In the event traffic control or safety equipment is damaged by an individual or entity that is not party to this MOU, repair or replacement costs shall be billed to the individual or entity responsible for the damage.
- G.** All policies and procedures regarding the dispatch and operation of the TIMSU shall be jointly developed and agreed upon by all parties.
- H.** The LTFD will provide a TIMSU response to partnering jurisdictions on a first come first served basis so long as staffing allows. The LTFD shall in no circumstances be required to provide additional staffing to ensure the TIMSU is continuously in service nor will LTFD be required to respond with the TIMSU if LTFD operations will be negatively impacted by the response. The LTFD will notify partnering jurisdictions as soon as reasonably possible when the TIMSU is out of service.

**8. Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by all parties; and, joint acceptance shall be incorporated by written instrument, and effective when executed and signed by all parties.

**9. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the mutually agreed start date and time of the program.