

ORDINANCE NO. 2025 - 028

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENT AND KENT STATE UNIVERSITY FOR THE SHARED FUNDING OF THE PURCHASE OF A NEW LADDER TRUCK FOR THE KENT FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent and Kent State University want to share funding for the purchase of a new ladder truck for the Kent Fire Department; and

WHEREAS, Kent State University will assist the City of Kent for 25% of the cost of the future ladder truck which is estimated at \$2 million dollars; and

WHEREAS, funding from Kent State University will come in 5 \$100,000 payments starting in 2025 and going through to 2030.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Memorandum of Understanding between the City of Kent and Kent State University for the shared funding of the purchase of a new ladder truck for the Kent Fire Department and is more fully set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 4/16/25
Date


Jerry T. Fiala
Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: 4/16/25
Date

ATTEST: Kathleen Coleman
Kathleen Coleman
Clerk of Council

I, KATHLEEN COLEMAN, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2025-028, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON April 16, 2025.

(SEAL)



KATHLEEN COLEMAN
CLERK OF COUNCIL



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: March 20, 2025
Re: MOU with Kent State University

Dave,

I am pleased to report that we have partnered with KSU again and finalized a new Memorandum of Understanding (MOU) between the City and KSU for the shared funding of the purchase of a new ladder truck for the Kent Fire Department.

I would like to get Council's approval to authorize the attached Memorandum of Understanding which states KSU will assist the City of Kent for 25% of the cost of the future ladder truck which is estimated to cost approximately \$2 million at this time. Funding from KSU will come in 5 \$100,000 payments starting in 2025 and going through to 2030. This money will be added to the Fire & EMS Fund 128 and immediately encumbered to account number 128.01.510.108.7630 for the purchase of the ladder truck.

We will also continue to jointly pursue grant funding for the balance of the costs of the new ladder truck, and once we have secured that funding, we will immediately proceed to order it as delivery can take up to 3 years.

Thank you.

A handwritten signature in blue ink that reads "Rhonda Hall".

AGREEMENT

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Agreement, dated March 10, 2025 ("Effective Date"), is made and entered into between Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City") (each a "Party" and together "Parties").

WITNESSETH:

WHEREAS, KSU and the City has previously collaborated to fund and acquire essential fire equipment through an agreement reached in 1993; and

WHEREAS, this Agreement is a continuation of that partnership to collaboratively fund and acquire a Ladder Truck to enhance safety and emergency response capabilities on and off the KSU Kent Campus; and,

WHEREAS, KSU believes that the allocation provided herein by KSU serves a campus-wide purpose to the benefit of the entire university community, and represents the responsible, prudent, and appropriate commitment of institutional funds.

WHEREAS, the City is currently applying for the FEMA AFG Grant ("Grant"), and the allocation provided herein is in furtherance of that Federal grant and its purpose.

THEREFORE, The City and KSU commit to collaborate and partner and at this time each party agrees to the following:

1. **KSU** agrees to the following obligations:
 - a. As may be permitted and approved by internal budgeting procedures, KSU shall reserve an amount of funding allocation for the singular purpose of assisting the City in the purchase of a Ladder Truck, with such funding allocation to be no greater than 25% of the total retail cost of the Ladder Truck, which shall not exceed \$500,000.00 USD.
 - b. Accordingly, no later than ninety (90) days after the beginning of KSU's Fiscal Year 26, KSU shall distribute to the City, in a manner and method consistent with its internal policies, \$100,000.00 USD for the sole purpose and use by the City towards the purchase of a Ladder Truck. Thereafter, KSU shall provide the same allocation to the City of \$100,000.00 in subsequent Fiscal Years 27, 28, 29, and 30 for the same purpose and subject to the same disbursement period.
 - c. Notwithstanding the foregoing, if the City can secure funding (whether from the Grant, another granting agency, or from other funding sources) that cause the need for KSU's commitment to be less than \$500,000.00 USD as provided for in Section 1(b) of this Agreement, KSU will permit the City to use the excess amounts already disbursed for the purpose of funding the purchase of other fire department response vehicles ("Vehicles") However, prior to any commitment by the City to purchase such Vehicles, the City and

KSU must agree that such purchases are consistent with the intent of this Agreement as already stated herein.

- d. Notwithstanding the foregoing, if the City is not able to secure funding (whether from the Grant, other granting agency, or from other funding sources) and the cost of the Ladder Truck exceeds \$2,000,000.00 USD that cause the need for KSU's commitment to be more than \$500,000.00 USD as provided for in Section 1(b) of this agreement, KSU and the City will discuss further options of increasing the commitment by KSU so as to provide the 25% of the total retail cost of the Ladder Truck.
2. **City** agrees to the following obligations in consideration for the allocation provided by KSU as already stated herein:
 - a. The City, at its own cost, agrees to engage in an ongoing collaboration with KSU to review current fire safety measures on KSU property and provide reasonable assistance to KSU as it may revise and adjust its current practices.
 - b. The City, at its own cost, agrees to establish and provide resources to administer ongoing training and resources for fire safety education by City personnel.
 - c. The City agrees to provide educational opportunities to KSU students through placements and programming as may be related to fire and other safety services, subject to availability of City resources.
 - d. The City agrees to provide a written, monthly report to KSU outlining the City's use of funds received by KSU under this Agreement.
 - e. The City agrees to continue to review and pursue all funding sources related to the purchase of the Ladder Truck.
3. **Property.** City shall be solely responsible to purchase the Ladder Truck, and any other Vehicles related to this Agreement. With regard to any purchases relating to real property by the City relating to this Agreement the City shall remain solely responsible for the selection, commitment, payment, operation and maintenance of the Ladder Truck, and all other such Vehicles.
4. **Failure of purpose; Return of disbursements.** In the event that the City fails to purchase the Ladder Truck during the Term of this Agreement, the City shall be required to return all disbursements made by KSU under Section 1(b) of this Agreement, with such bulk payment to be made by the City to KSU no later than thirty (30) days after the expiration of the Term.
5. **Term.** This Agreement shall commence on the Effective Date and continue until June 30, 2030(i.e. the end of the KSU 2030 Fiscal Year) ("Term"). The Agreement may be terminated upon the mutual, written consent of the Parties.
6. **Waiver.** The waiver or failures of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
7. **Severability.** If any provision of this Agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any

way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

8. **Emergency; Exigency.** If KSU experiences a financial emergency or fiscal exigency, then KSU shall be relieved of any further disbursement due under this Agreement for the remainder of the Term, or until such financial emergency or fiscal exigency is relieved.
9. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio.
10. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party.

In witness whereof, the Parties hereto have agreed to this Agreement with their signatures below.

CITY OF KENT

Approved and Accepted by:

Dave Ruller
City of Kent, City Manager

Witness: _____

Witness: _____

Date: _____

Approved as to Form:

Hope L. Jones
City of Kent, Law Director

Date: _____

KENT STATE UNIVERSITY

Approved and Accepted by:

Mark M. Polatajko, Ph.D.
Senior Vice President

Witness: _____

Witness: _____

Date: _____