

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOHNSON CITY, TEXAS AND THE JOHNSON CITY VOLUNTEER FIRE DEPARTMENT (JCVFD) FOR THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR A 2022 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) FIRE, AMBULANCE, AND SAFETY TRUCKS (F.A.S.T.) PROGRAM FOR FIREFIGHTING EQUIPMENT AND OTHER MATTERS RELATED THERETO; AND AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY.

WHEREAS, the City of Johnson City (hereinafter referred to as the “City”) is desirous to enter into a Memorandum of Understanding with the Johnson City Volunteer Fire Department (JCVFD) for the submission of an application to the Texas Department of Agriculture (TDA) for a 2022 Texas Community Development Block Grant (TxCDBG) Fire, Ambulance, and Safety Trucks (F.A.S.T.) Program for firefighting equipment and other matters related thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS THAT:

Section One. The Memorandum of Understanding, attached hereto as Exhibit “A”, is hereby approved.

Section Two. The Chief Administrative Officer is authorized to execute said Memorandum of Understanding on behalf of the City Council of the City of Johnson City, Texas

PASSED AND APPROVED this 21st day of June, 2022, to be effective upon approval.

Rhonda Stell, Mayor
City of Johnson City, Texas

ATTEST:

Whitney Walston, City Secretary
City of Johnson City, Texas

Memorandum of Understanding

State of Texas §
County of Blanco §

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the City of Johnson City, a Type A General Law Municipality and political subdivision of the State of Texas (hereinafter referred to as "City"), and the Johnson City Volunteer Fire Department (hereinafter referred to as "JCVFD"), by and through its Chief Administrative Officer, Rick Schroder.

WHEREAS, the City has entered into an Agreement between the City and Grant Development Services, Inc. for professional grant application services related to the submission of an application to the Texas Department of Agriculture (TDA) for a 2022 Texas Community Development Block Grant (TxCDBG) Fire, Ambulance, and Safety Trucks (F.A.S.T.) Program for firefighting equipment for the JCVFD; and

WHEREAS, if awarded, the City will enter into an Agreement between the City and Grant Development Services, Inc. for professional grant administration services related to the submission of an application to the Texas Department of Agriculture (TDA) for a 2022 Texas Community Development Block Grant (TxCDBG) Fire, Ambulance, and Safety Trucks (F.A.S.T.) Program for firefighting equipment for the JCVFD; and

WHEREAS, TxCDBG F.A.S.T. Program grant funds can be used to pay for professional grant administration services related to the grant; and

WHEREAS, the TxCDBG F.A.S.T. Program requires a grant match of \$7,500.00; and

WHEREAS, the JCVFD has agreed to pay for Grant Development Services' grant application fee, Grant Development Services' grant administration services fee if not wholly covered by the awarded grant amount, and the requisite TxCDBG F.A.S.T. grant match.

NOW, THEREFORE, the City and JCVFD mutually agree as follows:

I. TERM OF MOU

1. The City and JCVFD mutually agree that the term of this MOU shall be from the date it is formally and duly executed by both the City and JCVFD and shall be in effect until the Texas Department of Agriculture (TDA) either does not award to the City a 2022 Texas Community Development Block Grant (TxCDBG) Fire, Ambulance, and Safety Trucks (F.A.S.T.) Program grant or, if awarded, upon TDA official close out of an awarded grant.

2. Upon termination of this MOU, neither Party shall have any obligations to the other Party, except under Section II, Paragraph 4 hereof, under this MOU.

II. CITY / JCVFD RESPONSIBILITIES

1. The City shall enter into an Agreement with Grant Development Services, Inc. for professional grant application services related to the submission of an application to the Texas Department of Agriculture (TDA) for a 2022 Texas Community Development Block Grant (TxCDBG) Fire, Ambulance, and Safety Trucks (F.A.S.T.) Program for firefighting equipment for the JCVFD.
2. If a TxCDBG F.A.S.T. grant is awarded, the City shall enter into an Agreement with Grant Development Services, Inc. for professional grant administration services related to the submission of an application to the Texas Department of Agriculture (TDA) for a 2022 Texas Community Development Block Grant (TxCDBG) Fire, Ambulance, and Safety Trucks (F.A.S.T.) Program for firefighting equipment for the JCVFD.
3. The JCVFD shall, within thirty (30) days of payment by the City to Grant Development Services, Inc. or the Texas Department of Agriculture, as applicable, reimburse the City for any and all costs and fees associated with Grant Development Services' grant application fee, Grant Development Services' grant administration services fee if not wholly covered by the awarded grant amount, and the requisite TxCDBG F.A.S.T. grant match.
4. The JCVFD shall ensure that all firefighting equipment purchased through the TxCDBG F.A.S.T. Program grant, if awarded, shall remain within the corporate limits of the City of Johnson City, Texas for the service life of the equipment.

III. GENERAL PROVISIONS

1. **General Administration:** General administration of this MOU shall be the Chief Administrative Officer of the City, or his/her representative (or successor), and the JCVFD President, or his/her representative (or successor).
2. **Alteration, Amendment, or Modification:** This MOU may not be altered or modified, except in writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the City or the JCVFD has the authority to alter, amend, or modify the terms of this MOU, except in accordance with express authority as may be respectively granted by either the Johnson City City Council or the JCVFD Board of Directors.
3. **Notice:** All notices sent pursuant to this MOU shall be in writing and must be sent by personal delivery, registered, or certified mail, postage prepaid, return receipt requested.

- a. Notices sent pursuant to this MOU shall be sent to the JCVFD at the following address:

JCVFD
300 Live Oak Drive (for personal delivery)
P.O. Box 316
Johnson City, Texas 78636

- b. Notices sent pursuant to this MOU may be delivered or sent to the City at the following address:

Chief Administrative Officer

303 E. Pecan Drive (for personal delivery)
P.O. Box 369
Johnson City, Texas 78636

- c. When notices sent pursuant to this MOU are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.
4. **Severability:** If any provision of this MOU is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this MOU.
5. **Breach:** The failure of either Party to comply with the terms and conditions of this MOU shall constitute a breach of this MOU. Either Party shall be entitled to all rights and remedies allowed under Texas law for any breach of this MOU by the other Party.
6. **Non-Waiver:** The waiver by either Party of a breach of this MOU shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
7. **Non-Defined Terms:** If not specifically defined in this MOU, words and phrases used in this MOU shall have their ordinary meaning, as defined by common usage.
8. **Entire MOU:** This MOU constitutes the entire agreement between the City of Johnson City and the JCVFD. No other agreement, statement, or promise relating to the subject matter of this MOU, and which is not contained in this MOU or incorporated by reference in this MOU, shall be valid or binding.
9. **Sovereign Immunity:** Nothing contained herein shall ever be construed as a waiver of sovereign immunity by the Parties, the express right to such immunity being reserved herein by the Parties to the fullest extent authorized by law.
10. **Copies:** The MOU may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one document. A copy of each original document of this MOU shall be maintained by the administrative officers authorized to retain such records for the Parties.

EXECUTED THIS ____ day of _____, 2022.

JOHNSON CITY VOLUNTEER FIRE DEPARTMENT

By: _____
RAY BIBLE
PRESIDENT

ATTEST:

SECRETARY

DATE: _____

EXECUTED THIS ____ day of _____, 2022.

CITY OF JOHNSON CITY

By: _____
RICK SCHRODER
CHIEF ADMINISTRATIVE OFFICER

ATTEST:

WHITNEY WALSTON
CITY SECRETARY

DATE: _____