

RESOLUTION NO. 2017-01

Introduced By: Mayor Susan K. Infeld

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND ENTER INTO AN AGREEMENT TO JOIN THE HEIGHTS-HILLCREST TECHNICAL RESCUE TEAM FOR SPECIAL RESCUE SERVICES

WHEREAS, the City of University Heights has been a member of the Heights Area Special Rescue Team (HASRT) with the cities of Beachwood, Cleveland Heights, Euclid, Shaker Heights and South Euclid for the provision of mutual aid in the form of a special rescue team to respond to calls for special rescue services within the boundaries of the participating municipalities;

WHEREAS, the City of University Heights desires to join a merged Technical Rescue Team for Special Rescue Services of the Heights Area Special Rescue with the Hillcrest Technical Rescue Team (HTRT) for the provision of mutual aid in the form of special rescue teams to respond to calls for special rescue services within the boundaries of the participating municipalities in HASRT or HTRT, and within communities with which said teams had reciprocal agreements;

WHEREAS, the Council desires to merge the HASRT with the HTRT pursuant to Article XVIII of the Ohio Constitution, and Ohio Revised Code Sections 9.60 and 715.02 which authorize municipal corporations to enter into agreements with one another for the provision of fire protection services on a emergency or regular basis;

WHEREAS, the name of this merged special rescue team will be the Heights-Hillcrest Technical Rescue Team (HHTRT);

WHEREAS, the HHTRT will continue to and more efficiently organize, train and equip a technical rescue team to conduct rescue activities requiring unusual training and/or equipment, such as rope, swift water, ice, confined space, trench collapse, dive, tower, structural collapse rescues, and other board approved disciplines, in the Municipalities, and in any communities with which the HHTRT has a reciprocal agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of University Heights desires to offer special rescue services through a technical rescue team to its residents that will be delivered by a merged HASRT and HTRT and known as HHTRT;

BE IT FURTHER RESOLVED, that the Council approves this merger of special rescue teams as a regionalized, efficient delivery of special rescue services to the residents of University Heights.

Section 1: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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.

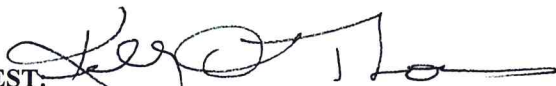
Section 2: This Resolution shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO



SUSAN K. INFELD, MAYOR

PASSED: January 3, 2017

ATTEST: 
KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM: 
LUKE F. MCCONVILLE, LAW DIRECTOR

**THE
HEIGHTS-HILLCREST TECHNICAL RESCUE TEAM (HHTRT)
AGREEMENT FOR
SPECIAL RESCUE SERVICES**

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2016 ("Effective Date"), by and between the City of Beachwood, the City of Cleveland Heights, the City of Euclid, the Village of Gates Mills, the City of Highland Heights, the City of Lyndhurst, Mayfield Village, the City of Mayfield Heights, the City of Pepper Pike, the City of Richmond Heights, the City of Shaker Heights, the City of South Euclid, the City of University Heights, and the City of Willoughby Hills (individually referred to as a "Municipality", and together as the "Municipalities").

WHEREAS, each of the Municipalities have the authority to enter into this Agreement pursuant to Article XVIII of the Ohio Constitution, and Ohio Revised Code Sections 9.60 and 715.02 which authorize municipal corporations to enter into agreements with one another for the provision of fire protection services on a emergency or regular basis; and

WHEREAS, the Municipalities have all previously been members of either the Heights Area Special Rescue Team ("HASRT") or the Hillcrest Technical Rescue Team ("HTRT") for the provision of mutual aid in the form of special rescue teams to respond to calls for special rescue services within the boundaries of the participating municipalities in HASRT or HTRT, and within communities with which said teams had reciprocal agreements; and

WHEREAS, the Municipalities have determined to merge their teams to form the Heights-Hillcrest Technical Rescue Team ("HHTRT") in order to continue to and more efficiently organize, train and equip a technical rescue team to conduct rescue activities requiring unusual training and/or equipment, such as rope, swift water, ice, confined space, trench collapse, dive, tower, structural collapse rescues, and other board approved disciplines, in the Municipalities, and in any communities with which the HHTRT has a reciprocal agreement.

NOW, THEREFORE, in consideration of the, mutual promises herein, the undersigned Municipalities agree as follows:

SECTION 1. Formation and Purpose of HHTRT

A. The Municipalities hereby form a special rescue team to be known as the Heights-Hillcrest Technical Rescue Team (hereafter "HHTRT"). HHTRT shall include a technical rescue team ("TRT"). The TRT shall be composed of firefighters from each Municipality appointed by the Fire Chief of such Municipality, as well as equipment, tools and supplies lent by a Municipality or jointly obtained by HHTRT. The TRT members may also include firefighters from any community that is a party to a memorandum of understanding (MOU) with HHTRT.

B. The merged equipment of the HHTRT is listed in Exhibit A, which is attached hereto and incorporated herein. Exhibit A and the list of equipment may be modified from time to time by agreement of the Municipalities.

C. The Municipalities each agree that, insofar as is possible and practicable, its available HHTRT members will respond to calls for special rescue services within the boundaries of the other Municipalities and those jurisdictions with whom HHTRT has reciprocal agreements.

SECTION 2. Advisory Board and Executive Committee

A. HHTRT shall be governed by an Advisory Board (the "Board") consisting of the Fire Chiefs of the Municipalities or their designees. The Board shall meet at such times and place as agreed upon by the Board Members. The Board shall elect annually a Chairperson, Treasurer and Secretary from among its members. The three officers, plus two other members elected annually by the members as At-Large Officers, shall comprise the Executive Committee of the Board.

B. A two-thirds (2/3) majority of the Municipalities shall comprise a quorum for the purpose of any

regular, special, or emergency meeting of the Board. All Board decisions must be approved by two thirds (2/3) of all Board members (not the majority of a quorum). Of the original fourteen (14) members, nine (9) shall be considered two thirds (2/3) of the Board.

C. The Board shall annually establish a schedule of regular Board meetings, which shall occur at least two times per calendar year, one of these meetings occurring in October of each year to approve the budget and elect officers for the following calendar year. Special meetings may be called by the Chairperson of the Board or by a majority of the Board members, as needed. At least seven (7) days' advance notice in writing shall be provided to the members of the Board of any regular or special meeting of the Board, including notice of any votes to be taken at the meeting. Emergency meetings in-person or by teleconference may be called by the Chairperson as necessary.

D. The Board may delegate to the Executive Committee such responsibilities and decisions as it determines should be delegated, except for the approval of the budget and any other decision specifically required to be made by the Board in this Agreement.

E. The Executive Committee shall propose policies for operational and fiscal matters, which policies shall be approved by the Board.

SECTION 3. Commanding Officer of HHTRT

A. Annually, in November, the Board shall appoint an employee of a HHTRT member as Commanding Officer for HHTRT (known as the "Special Operations Chief" or "SOC"). The SOC shall be responsible for the day-to-day management and operations of HHTRT, for the implementation and enforcement of the policies of the HHTRT, and for preparation and submission of the annual budget to the Board.

B. The SOC shall have full charge of and authority over the HHTRT Team, its Team Members, and over any apparatus used in responding to any call for service. The SOC shall directly communicate and coordinate the Team's response and activities with the senior officer of the Municipality or community in which the HHTRT Team responds. The SOC shall appoint Section Leaders from among the TRT Members.

C. The SOC shall, with the advice and consent of the Executive Committee, adopt such rules and practices for the operation of the HHTRT Team as the SOC deems necessary, which rules and practices shall be consistent with and in furtherance of the policies adopted by the Board.

SECTION 4. Fiscal Agent, Budget, Annual Base Contribution, and Additional Payments

A. The City of Shaker Heights shall serve initially as Fiscal Agent for HHTRT, including maintenance of the HHTRT budget, issuance of payment for approved purchases, and all associated accounting. HHTRT may change the Fiscal Agent to another community by a vote of the Board.

B. Each year the SOC shall prepare a proposed budget for the following calendar fiscal year for HHTRT and submit it to the Board by October 1st. The Board shall meet on the proposed budget and recommend by November 1st a budget to operate HHTRT in the following calendar fiscal year. The budget will provide the funding for the purchase, replacement, and maintenance of team equipment, and for team training including tuition costs. The SOC will have the ability to utilize these funds to acquire the type of equipment and training in the Board's approved budget, and for other purposes authorized by the Board.

C. The annual budget, including capital and operational expenses, shall be initially funded by the payment by each Municipality according to the base fee schedule attached hereto as Exhibit B, which is incorporated herein (the "Base Fee Schedule"). The Base Fee Schedule may be modified by a vote of the Board.

D. The HHTRT, at the time of the approval of the annual budget, and by a vote of the Board, shall determine whether any funds are needed by the HHTRT in addition to the annual Base Fee paid by the member Municipalities (see Exhibit B). Any such Additional Fee amount shall be divided equally among all member Municipalities.

E. No member Municipality shall be billed for special rescue services, equipment or supplies provided by the HHTRT or any participant Municipality. Each Municipality shall be responsible for the payment of wages, overtime, worker's compensation, health insurance, and other similar employment-related expenses for its own employees during training and during the provision of services hereunder.

F. Each Municipality shall pay its Base Fee as set forth in the Base Fee Schedule, and any Additional Fee established at the time of the approval of the annual budget, by January 1st of each year.

SECTION 5. Personnel

A. The Municipalities agree that for every ten (10) full-time or part-time firefighters (rounded to the nearest 10) employed by a Municipality, the Municipality shall contribute at least one (1) fully trained firefighter to the TRT. Exceptions to this policy must be approved by the Board.

B. If a Municipality were to drop below the required number of TRT Members, they will have one (1) year to comply with the required number. If a Municipality does not have the required number of TRT Members assigned to the team after the one (1) year grace period, they will be billed at fifty percent (50%) of the non-participating municipality chargeable rate as set forth in this Agreement. If after two (2) years, the Municipality in violation does not have the required number of TRT Members, they will be charged one hundred percent (100%) of the non-Municipality rate as set forth in this Agreement.

C. TRT Members shall be governed by the employment rules of the Municipality in which the Member is employed. Accordingly, TRT Members shall be deemed to be acting within the scope of their employment by the Municipality in which they are employed while on route to, on route from, and while acting as a part of the TRT, including when working outside the territory of the Municipality for which they are employed, as well as during all training conducted as a part of the TRT, if and to the same extent as provided by the employment policies of the TRT Member's Municipality of employment.

D. A list of TRT members shall be generated annually in accordance with Section A above and attached hereto as **Exhibit C**, and incorporated herein as "TRT Member List."

SECTION 6. Equipment and Supplies

A. The HHTRT shall, through its annual budget, include sufficient funds and pay for the operation and maintenance costs of the equipment described in Section 1 of this Agreement. Any such equipment or the chassis for such equipment described in Section 1 herein that was contributed by a member Municipality shall continue to be owned by, and titled to, the original Municipality owner. The original Municipality owner shall maintain insurance coverage for the equipment and any licensing required. Said Municipality shall ensure that all HHTRT member Municipalities are individually named as additional insured parties with respect to the insurance coverage for their equipment. The costs of such insurance and licensing shall be paid for by the HHTRT.

B. The HHTRT may purchase replacement or additional equipment, and may purchase needed supplies, which shall be titled in the name of the Fiscal Agent, and kept by the Fiscal Agent or other member Municipality as determined by the Board. The Fiscal Agent shall maintain insurance coverage for such equipment and any licensing required. The Fiscal Agent shall ensure that all HHTRT member Municipalities are individually named as additional insured parties with respect to the insurance coverage for their equipment. The costs of such insurance and licensing shall be paid for by the HHTRT.

SECTION 7. Liability

A. No member Municipality or any of its employees, officers or agents shall be liable in damages to another member Municipality or to any community with whom the HHTRT has a reciprocal agreement or in which the HHTRT provides emergency services, to any of such Municipality's or community's employees, officers or agents, or to any person or entity to whom service is being provided, for failure to answer any call for services, or for lack of speed in answering such call, or for failure or inadequacy of equipment, or for the negligence, misfeasance, or nonfeasance of its employees, or for any other cause whatsoever related to the rendering of said services.

B. No member Municipality that requests or requires HHTRT services shall be liable in any manner or event for damage to or loss of equipment, or injury to or death of personnel, which may be suffered by a Municipality and/or its personnel while responding or providing service to the Municipality requiring services.

C. Each member Municipality shall assume the cost of damage to or loss of its apparatus, and injury to or death of its personnel that may occur while in another Municipality's or community's territory while responding to a call or providing services pursuant to the terms of this Agreement, or during training.

SECTION 8. Resignation and Termination

A. Any party hereto may discontinue its rights, obligations and duties under this Agreement by providing all other member Municipalities at least ninety (90) days advanced written notice of its intent to do so. Upon any such withdrawal, the withdrawing Municipality shall forfeit any and all rights to any equipment jointly purchased hereunder, including, but not limited to, the future use of said equipment or the equity value thereof. A member Municipality that resigns from the HHTRT shall be responsible to pay its Base Fees and Additional Fees for the entire year in which the resignation is effective.

B. This Agreement may be terminated by the vote of two-thirds (2/3) of the Board. In the event the Board terminates this Agreement, any equipment purchased pursuant hereto may be disposed of in any manner approved by the majority of the Board, including, without limitation, by donation to a Participating Municipality. Upon termination of this Agreement, any remaining funds, after payment of all costs and expenses of the HHTRT, shall be distributed equally to the Member Municipalities which have fully paid all required fees.

C. Any Member Municipality that fails to meet its financial obligations, as set forth in Section 4 herein, shall, after written notice of such failure is provided, be allowed a period of ninety (90) days to fully pay all fees, and if such Municipality continues to fail to meet its financial obligation after said grace period, it shall automatically be considered to have voluntarily withdrawn from this Agreement and as a Member Municipality.

D. The Board may, by a vote of 2/3 of the Member Municipalities, vote to terminate the participation and membership of any Member Municipality that fails to meet its obligations under this Agreement.

SECTION 9. New Member Municipalities; Memoranda of Understanding

A. The Board may consider another community's request to join HHTRT only after reviewing a feasibility report issued by the SOC. A community approved by the Board to join HHTRT shall be assessed an Entry Fee, as well as Base Fees and Additional Fees as determined by the Board. The requesting community shall enter into this Agreement, and shall adhere to the SOC's recommendations and any HHTRT policies regarding staffing, training and start up equipment, and shall adopt the existing administrative, managerial, operational, and training procedures and policies of HHTRT.

B. The HHTRT may enter into a memorandum of understanding ("MOU") with one community or a group of communities to work cooperatively for the same purposes as the HHTRT.

SECTION 10. Services Provided to Non-Participating Communities

Any non-participating community which requests the services of HHTRT on an emergency basis, including any community that has an MOU with HHTRT, shall be charged on the basis of the following:

A. Incident response of HHTRT personnel shall be billed at the rate(s) set forth in the "Non-Participating Community Rate Schedule" attached hereto as **Exhibit D** and incorporated herein.

B. Incident response of HHTRT vehicles shall be billed at rates listed in the most current edition of "Schedule of Equipment Rates" issued by the Federal Emergency Management Agency, State and Local Programs and Support, Disaster Assistance Programs.

C. Damaged HHTRT equipment shall be billed at a rate of actual repair or replacement cost. The HHTRT SOC shall determine if a damaged piece of equipment will be repaired or replaced.

D. The SOC may waive any fees or charges otherwise owed by a non-participating community as set forth in this Section for services provided by the HHTRT if said community agrees to and does provide reciprocal or other specialized services needed by the HHTRT Municipalities, or for any other reason as approved by the Board. Any such proposed waiver shall be reviewed and approved by the Executive Committee.

SECTION 11. Miscellaneous Provisions

A. Disputes: Any dispute among the Member Municipalities with regard to the operation, funding or any other issue concerning the HHTRT, shall be resolved by the Executive Committee whenever possible. If reasonable efforts to resolve any dispute in this manner shall fail, the Municipalities agree to utilize mediation by a third party selected by unanimous agreement of the Executive Committee. Other than as specifically set forth in this Agreement, the Municipalities shall not be deemed to have waived any rights each such Municipality shall have under the law.

B. Amendments to the Agreement: This Agreement may be modified at any time by the written consent of all of the Member Municipalities involved. Modifications shall have no force and effect unless such modifications are in writing and signed by authorized representatives of each of the Member Municipalities. The

approval of each Municipality shall be subject to the policies and procedures of said Municipality, and as required by law.

C. Complete and Separate Agreement: This Agreement represents the entire and integrated agreement between the Municipalities hereto, and is in addition to any mutual aid agreements between any Member Municipalities, or between any Member or Members and non-participating communities.

D. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

E. Assignment of Agreement: This Agreement, and the services and obligations hereunder of each Member Municipality, shall not be assigned, delegated or subcontracted without the approval of the Board.

F. Choice of Law: This Agreement shall be governed by the laws of the State of Ohio. Any controversy or claim related directly or indirectly to this Agreement shall be resolved informally, or, if necessary, in the appropriate court of Cuyahoga County, Ohio.

G. Third Party Rights: No third party rights are created by or through this Agreement.

H. Notices: Any notice required by or arising from this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally or by registered or certified mail, return receipt requested, to the mayor or City Manager, as applicable, of the Member Municipality.

I. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

J. Effective: This Agreement shall be deemed effective upon execution by all parties.

List of Attached Exhibits:

- Exhibit A – List of Equipment
- Exhibit B – Base Fee Schedule
- Exhibit C – TRT Member List
- Exhibit D – Non-Participating Community Rate Schedule

IN WITNESS WHEREOF, authorized representatives of each party to this Agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Signed in the presence of:

WITNESSES:

CITY OF BEACHWOOD

1. _____

By: _____

2. _____

Print: _____

Its: _____

Date: _____

Beachwood Fire Chief;

Chief Patrick Kearns

Approved as to legal form:

Director of Law, City of Beachwood

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Cleveland Heights

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Euclid

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, Village of Gates Mills

CITY OF CLEVELAND HEIGHTS

By: _____

Print: _____

Its: _____

Date: _____

Cleveland Heights Fire Chief:

Chief Dave Freeman

CITY OF EUCLID

By: _____

Print: _____

Its: _____

Date: _____

Euclid Fire Chief:

Chief Christopher L. Haddock

VILLAGE OF GATES MILLS

By: _____

Print: _____

Its: _____

Date: _____

Gates Mills Fire Chief:

Chief P. Thomas Robinson

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Highland Heights

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Lyndhurst

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, Village of Mayfield

CITY OF HIGHLAND HEIGHTS

By: _____

Print: _____

Its: _____

Date: _____

Highland Heights Fire Chief:

Chief William R. Turner

CITY OF LYNDHURST

By: _____

Print: _____

Its: _____

Date: _____

Lyndhurst Fire Chief:

Chief Michael J. Carroll

MAYFIELD VILLAGE

By: _____

Print: _____

Its: _____

Date: _____

Mayfield Fire Chief:

Chief Eugene Carcioppolo

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Mayfield Heights

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Pepper Pike

WITNESSES:

- 1. _____
- 2. _____

Approved as to legal form:

Director of Law, City of Richmond Heights

CITY OF MAYFIELD HEIGHTS

By: _____

Print: _____

Its: _____

Date: _____

Mayfield Heights Fire Chief:

Chief Bruce B. Elliott

CITY OF PEPPER PIKE

By: _____

Print: _____

Its: _____

Date: _____

Pepper Pike Fire Chief:

Chief John Frazier

CITY OF RICHMOND HEIGHTS

By: _____

Print: _____

Its: _____

Date: _____

Richmond Heights Fire Chief:

Chief Marc Neumann

WITNESSES:

1. _____

2. _____

Approved as to legal form:

Director of Law, City of Shaker Heights

WITNESSES:

1. _____

2. _____

Approved as to legal form:

Director of Law, City of South Euclid

WITNESSES:

1. _____

2. _____

Approved as to legal form:

Director of Law, City of University Heights

CITY OF SHAKER HEIGHTS

By: _____

Print: _____

Its: _____

Date: _____

Shaker Heights Fire Chief:

Chief Patrick Sweeney

CITY OF SOUTH EUCLID

By: _____

Print: _____

Its: _____

Date: _____

South Euclid Fire Chief:

Chief Doug Stefko

CITY OF UNIVERSITY HEIGHTS

By: _____

Print: _____

Its: _____

Date: _____

University Heights Fire Chief:

Chief Douglas Zook

WITNESSES:

1. _____
2. _____

CITY OF WILLOUGHBY HILLS

By: _____

Print: _____

Its: _____

Date: _____

Willoughby Hills Fire Chief:

Acting Chief Patty Heller

Approved as to legal form:

Director of Law, City of Willoughby Hills