

MAYFIELD VILLAGE REQUISITION

PO #: _____

REQ. #: 40722

VENDOR #: 4206 DEPT.: FIRE

DATE: 1/21/20

VENDOR NAME: City OF SHAKER Heights

BILLING ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____ CONTACT: _____

TIN: _____

ITEM / SERVICE:

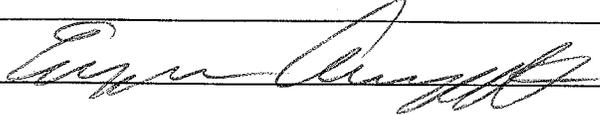
QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	AMOUNT
		HHTRT 2020 Annual Contribution		5,600.00

JUSTIFICATION OF NEED: _____

ACCOUNT #: 101.121.50390

AMOUNT: 5,600.00

REQUESTED BY: _____

DEPT. APPROVAL: 

MAYOR'S APPROVAL: _____

CLERK: _____ (Certification of Council Approval)

FINANCE DIRECTOR INITIAL: _____ NOTES: _____

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.

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.