

**MEMORANDUM**

**TO:** Council President Schutt and Members of Council

**FROM:** Diane Wolgamuth, Director of Administration

**DATE:** July 31, 2020

**RE:** **Tri-Community Emergency Response Team (CERT) Memorandum of Agreement**

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Fire Chief Carcioppolo recently brought to the Mayor's and my attention the fact that there is no formal agreement between the communities participating in Tri-Community CERT. The CERT Team was established in 2009 when the Village received a Homeland Security Grant from Cuyahoga County to create a Community Emergency Response Team (Ord 2009-48). The grant expired in 2010 and since that time, Mayfield Village, Mayfield Heights and Highland Heights have been making annual contributions to CERT, participating in meetings and training, and utilizing the services of the CERT volunteers.

Chief Carcioppolo and I worked with the Law Department to draft the enclosed Memorandum of Agreement that addresses the basic structure of the arrangement. The Agreement has been forwarded to Mayfield Heights and Highland Heights with a request that they have it approved by their respective Councils as well. Chief Carcioppolo will attend Monday evening's meeting to answer any questions that you might have.

cc: Mayor Brenda T. Bodnar  
Department Heads

**COMMUNITY EMERGENCY RESPONSE TEAM (CERT)  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is entered into between the City of Highland Heights, City of Mayfield Heights and Mayfield Village (hereinafter “the Municipalities”) and sets forth the following acknowledgements, understandings and agreements:

WHEREAS, the Congress of the United States, under the auspices of the Secretary of Homeland Security and the Federal Emergency Management Administration (FEMA) as well as the State of Ohio, have encouraged the establishment of citizen volunteer groups into Community Emergency Response Teams, and

WHEREAS, the Municipalities have previously endorsed the formation of a local CERT (known as the Tri-Community CERT, or “TCC”), established for their benefit, and continue to support the TCC both financially and administratively, and

WHEREAS, the Municipalities desire to enter into an emergency management assistance or aid agreement pursuant to Revised Code 5502.29 for the purpose of assisting the TCC, and

WHEREAS, the Municipalities may, in an emergency, need the assistance of the TCC for the benefit of the residents of the Municipalities, and

WHEREAS, the Municipalities desire to formalize the establishment of the TCC as well as the cost-sharing responsibilities for the TCC, including legal representation of TCC members for their volunteerism in the event additional representation is necessary over and above the representation provided by the TCC.

THEREFORE, the Municipalities agree as follows:

1. Each Municipality will provide an annual contribution in the amount of \$2,500.00 to the TCC to be used for the training and retention of volunteers and the purchase and maintenance of equipment and supplies necessary to fulfill the stated purpose(s) of the TCC, which funds shall be collected by and maintained by Mayfield Village. No TCC funds shall be used for or

paid to any person or persons serving as volunteers in TCC with the exception of authorized reimbursements. This amount shall be payable by March 31<sup>st</sup> each year and will be sent to the TCC Treasurer, c/o the Mayfield Village Fire Department. This amount may be increased up to \$250.00 each year by the unanimous vote of the TCC Executive Committee and approval of the Municipalities' Fire Chiefs.

2. The TCC shall formulate such Policies and Procedures necessary for its governance and efficient operation. Annually, the TCC Director will submit the current statement of Policies and Procedures to the Municipalities' Fire Chiefs for review and technical guidance. The Fire Chiefs will verify that the organization and structure of the TCC substantially complies with the organization and structure recommended by FEMA and the State of Ohio and is compatible with the National Incident Management System.
3. The Fire Chiefs or their designees may attend all regularly scheduled TCC meetings. The Fire Chiefs may also make recommendations for the TCC's operations.
4. The TCC will be subject to the direction of the Municipality where the emergency is occurring and the Municipality's Fire Department's incident commander will give such direction.
5. The TCC trailer and equipment will be housed in the City of Highland Heights, however, these items may be transferred to any of the Municipalities, upon approval by the TCC Executive Committee.
6. The TCC also has equipment stored in the Mayfield Village Fire Department, however, the equipment may be transferred to any of the Municipalities, upon approval by the TCC Executive Committee.
7. CERT volunteers are generally granted immunity for their actions under R.C. 5502.30, except in cases of willful misconduct. To the extent the TCC does not provide legal representation for its members, the Municipalities agree to provide equal cost-sharing for legal representation of TCC members for their volunteerism in the event such representation is necessary and provided that the TCC member did not engage in willful misconduct. Such cost-sharing responsibility may be in the form of providing Law Department representation.
8. The Municipalities may accept donations to the TCC from private sources including but not limited to private citizens, corporations, non-governmental organizations, charitable non-profit corporations and other similar entities. Donations may be in cash or kind. The TCC Treasurer, c/o the Mayfield Village Fire Department, shall maintain all records of donations.

9. Any Municipality may terminate its membership by giving a 30-day notice to the other Municipalities. The annual contribution will not be refunded to any terminating Municipality.
10. Any additional municipality wishing to participate in the TCC will be permitted to do so with the approval of the TCC Executive Committee and after agreeing to the terms of this MOA, including any prorated contribution, and signing an agreement similar thereto.
11. The Municipalities further agree that this MOA will be approved through legislative action by the Municipalities' legislative authority.

This Memorandum of Agreement is approved by the Mayor of each Municipality on the date indicated below:

**CITY OF MAYFIELD HEIGHTS:**

**CITY OF HIGHLAND HEIGHTS:**

\_\_\_\_\_  
 Anthony DiCicco, Mayor  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Charles Brunello, Mayor  
 Date: \_\_\_\_\_

**MAYFIELD VILLAGE:**

\_\_\_\_\_  
 Brenda T. Bodnar, Mayor  
 Date: \_\_\_\_\_

Approved as to form:

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 Anthony J. Coyne, Law Director  
 Mayfield Village, OH