



## EMERGENCY MANAGEMENT AGENCY AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_, a municipal corporation or township organized and existing under the laws of the State of Ohio (hereinafter "political subdivision"), duly authorized by Resolution passed by its council/board of trustees on \_\_\_\_\_, 2009, and the County of Summit, a political subdivision organized and existing under the laws of the State of Ohio (hereinafter the "County"), duly authorized by Resolution adopted by County Council on October 18, 1990.

### WITNESS:

WHEREAS, the County of Summit and the various Municipal Corporations and Townships (hereinafter "political subdivisions") realize that there is an existing and increasing possibility of a natural, manmade, or technological emergency, disaster, civil disturbance, or other hazard (hereinafter "hazard") taking place within their jurisdiction that exceeds their local capabilities; and,

WHEREAS, the County and each Political Subdivision may need to call on the County, other political subdivisions within the County; and/or political subdivisions, State, and Federal resources outside of Summit County to mitigate, prepare, respond, or recover from said Hazard; and,

WHEREAS, such coordinated mutual assistance is authorized under the Ohio Revised Code Chapter 5915 so long as agreements exist; and,

WHEREAS, the coordination of Emergency Management activities within the area of Summit County is of paramount importance to all of the political subdivisions therein; and,

WHEREAS, the County of Summit desires to effect such necessary coordination by entering into agreements, in the manner provided by law, and by the Ohio Revised Code Section 307.15, with the various political subdivisions; and

WHEREAS, in accordance with Section 5915.071, as amended, a requirement is established for each political subdivision, to develop its own Emergency Management Agency if not a member of a county-wide or Regional Agreement; and

WHEREAS, it is further declared to be the purpose of this Agreement and the policy of the County of Summit that all Emergency Management functions of the County be coordinated to the maximum extent with comparable functions of the State of Ohio and of the Federal Government, including their various departments and agencies, and other states and localities, and of private agencies of every type, to the end that the most effective preparation and use can be made of the County's manpower, resources and facilities for dealing with any large-

scale disaster or emergency that may occur; and

WHEREAS, it is hereby found and declared to be necessary to enter into an Agreement with the County so that the required program for emergency management is provided to the political subdivision by the County; and to provide for the rendering of cooperation and mutual aid, if necessary, to other political subdivisions of the State and adjoining states;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County and the political subdivisions do hereby promise and agree that:

1. The County shall, on behalf of the participating political subdivisions, establish an agency (hereinafter "Emergency Management Agency") and program for emergency management that:
  - A. is in accordance with Chapter 5915 of the Ohio Revised Code, rules adopted under it, the "Act of January 12, 1951", 64 Stat. 1245, 50 App. U.S.C.A. 2251, and regulations adopted under it;
  - B. includes, without limitation, development of an emergency operations plan.
2. The County shall coordinate the Emergency Management activities among parties hereto and to exercise for and on behalf of each party hereto such power and authority incident thereto as it may lawfully do, consistent with State statutes and such regulations as have been or shall be promulgated by the Governor of the State.
3. The County Executive shall employ a full-time Emergency Management Coordinator and staff whose duties under this agreement will include Emergency Management as provided in chapter 5915 of the Ohio Revised Code; Haz-Mat team administration as established by County Resolution; SARA Title III activities as established by Chapter 3750 Of The Ohio Revised Code and Title III of the Superfund Amendments and Reauthorization Act of 1986; coordination of the Enhanced 9-1-1 system as Established by Summit County Resolution, and other duties under this agreement as assigned by the County and approved by the Executive Committee.
4. Administrative services for the Hazardous Materials Response Team and the Summit County 9-1-1 system shall be extended to all political subdivisions without regard to participation in this agreement.

#### **EXECUTIVE COMMITTEE**

There shall be created an Emergency Management Executive committee consisting of the following members:

- a. Two representatives of the Executive of the County of Summit.
- b. Two representatives of the Mayor of the City of Akron.
- c. A township trustee as elected by representatives of the Summit County Township's Association who are a part of this agreement.
- d. A Mayor of a City or Village as elected by representatives of the Summit County Conference of Mayors who are a part of this agreement.
- e. A Fire Chief as elected by representatives of the Summit County Fire Chief's Association whose political subdivisions are a part of this agreement.
- f. A Police Chief as elected by representatives of the Summit County Police Chief 's

- Association whose political subdivisions are a part of this agreement.
- g. A representative of the County of Summit Engineer.
  - h. A representative of the County of Summit Sheriff.
  - i. A citizen-at-large representative as appointed by a majority vote of the Executive Committee.
  - j. The Summit County Emergency Management Coordinator shall serve as a member of the Committee without vote.

The Executive Committee may adopt the necessary bylaws for its use. A procedure for choosing alternates and terms of office for each of the above positions may be provided in said by-laws.

The Executive Committee may appoint Technical, Management and other Advisory Committees.

The purpose of the Executive Committee is to:

- a. Annually prepare a budget for use of funds generated under this agreement. Said budget is to be submitted to the Executive of the County for inclusion in the County budget.
- b. Annually prepare a list of Goals for the work plan of the Emergency Management Agency.
- c. Annually approve the per-capita charges to each community within the scope of those charges allowed in this agreement.
- d. Approve the County Emergency Operations Plan and its Annexes prior to the adoption of these documents by the County Executive.
- e. Approve contracts, agreements, and memorandums of understanding prior to adoption of these documents by the County Executive.
- f. Appoint Technical, Management and other Advisory Committees as needed.
- g. Annually evaluate the progress of the Coordinator and Staff in meeting the Agency Goals and report this information to the County Executive.

### **EMERGENCY MANAGEMENT PROGRAM**

#### **A. County Emergency Management Program**

Each local political subdivision that is a part of this agreement hereby contracts with the Summit County Emergency Management Agency to develop and maintain an Emergency Management Program that meets the Requirements of the Ohio Revised Code Chapter 5915 and Rules adopted by the Governor under the chapter for such programs. The scope of this program shall include but not be limited to:

- a. Organization and Operation of the Emergency Management Agency.
- b. The development and maintenance of an Emergency Operations Plan. Said plan shall be published and provided to each local political subdivision that is a part of this agreement. No plan or agreement shall diminish the capability of County or Local Government to provide adequate services within their local jurisdiction. Nor shall any plan or agreement require any Local Political Subdivision, County Office, or Agency to respond outside of their jurisdiction unless they are willing and able to do so.
- c. Organization installation and operation of an Emergency Operations Center for coordination of assistance to local communities during emergencies.
- d. Administrative services for the Summit County 9-1-1 Program.
- e. Administrative services for the Summit County Hazardous Materials Response Team.
- f. Certain activities of the Summit County Local Emergency Planning Committee (LEPC) as may be mutually agreed to between the LEPC, the County Executive and the Executive Committee of the Emergency Management Agency.

- g. Other such activities as are required by law or are mutually agreed to by the County and the Executive Committee.
- h. The Agency may, with concurrence of the County Executive and the Executive Committee, receive grants and other monies, and/or execute programs that are consistent with the mission of the Agency.

Each political subdivision which is a part of this Emergency Management agreement, agrees to develop maintain and coordinate internal plans and procedures consistent with the Emergency Operations Plan. All such plans and agreements shall be designed to provide the most efficient and practical response to communities requesting assistance.

The County Executive, upon recommendation of the Executive Committee, may enter into written contracts, agreements, and memorandums of understanding with public and private agencies. Said agreements shall be applicable to the County and all political subdivisions that are a part of this agreement unless superseded by a local agreement. No such contract, agreement, or memorandum of understanding shall commit the county or any political subdivision to expend political subdivision monies unless specifically authorized by that political subdivision. Said documents shall be provided to each participating subdivision as a part of the Emergency Operations Plan.

Each political subdivision that is affected by any hazard as defined in Chapter 5915 of the Ohio Revised Code, has sustained damage and needs assistance beyond its normal mutual aid capability, has the responsibility to immediately notify the County Emergency Management Coordinator or other person or persons designated in the County Emergency Operations Plan. Said notification must also be made if required for SARA or EPA compliance. Said notification will allow a complete assessment of the situation in order to facilitate a coordination of local, County, State, and Federal resources. All such requests for assistance shall be in accordance with the County Emergency operations Plan.

#### **EMERGENCY MANAGEMENT COORDINATOR ("COORDINATOR")**

The Coordinator of the Emergency Management Agency shall be responsible for coordinating, organizing, administering and operating emergency management in accordance with the Agency's established program and emergency operations plan, subject to the direction and control of the County Executive.

The Coordinator of Emergency Management shall pursue a professional development training program in accordance Section 5915.071 and with rules adopted under Section 5915.05 of the Ohio Revised Code.

The Coordinator shall solicit input from key agencies, governments, and associations in the development of said plans and agreements.

The Coordinator and his personnel shall be classified employees of the County Executive. Compensation shall be set in accordance with the Summit County Uniform Classification System.

### **MUTUAL ASSISTANCE**

Pursuant to the authority provided in Section 5915.09 of the Ohio Revised Code and rules adopted under Section 5915.05, each participating political subdivision, County Office and Agency may assist any other Local Political Subdivision, County office or Agency during an actual or impending hazard so long as the provision of said assistance does not diminish the County or Local Government's ability to maintain essential services within their own jurisdiction. Said assistance may be in the form of equipment, personnel, supplies and services.

With the exception of expendable supplies, all response under this agreement shall be considered to be without charge to the community receiving the assistance unless there is a specific agreement between the participating communities for such service. Any community receiving expendable supplies under this agreement shall replace the supplies used, or reimburse the community providing said supplies for their actual replacement cost.

The person in charge of equipment and personnel of any community or agency shall remain in charge of his equipment and personnel while functioning outside of his normal jurisdiction. Liability for the use of equipment and personnel shall remain with the community providing such equipment and personnel.

The personnel who are employed by any Local or County Government or Agency and discharging duties pursuant to this agreement and consistent with County Agency plans and Local, State and Federal laws are subject the same powers, duties and immunities as they would in their own community as outlined in Section 5915.15 of the Ohio Revised Code.

It may be desirable to extend the services of the County and/or political subdivisions within the County to communities outside of Summit County during such hazards. It may also be necessary to request the services of other Local, County, State and Federal Governments to assist Summit County and its political subdivisions during such hazards. In these cases all such provisions of this agreement shall apply so long as requests for this assistance are coordinated through the Emergency Management Agency in accordance with the Emergency Operations Plan. This provision shall not supersede routine mutual aid, automatic response, or contracts for service made among Counties and/or political subdivisions.

### **BUDGET**

The Executive Committee, shall prepare a budget each year for the Emergency Management Agency. The revenues provided for in said budget, from whatever source, shall be paid into the County Treasury of Summit County. Said revenues shall be placed into a special fund established by the County Auditor and designated for Emergency Management Agency purposes. Carryover monies shall remain with the Emergency Management Agency fund and be available for re-appropriation by the Emergency Management Agency for its use.

### **ASSESSMENT**

Each participating political subdivision hereto agrees to pay to the County by the time specified in this agreement, the amount assessed against it, the maximum assessment for 1991 not to exceed .45 cents per capita for each citizen within a specific jurisdiction, and to perform the obligations herein assumed. Funds assessed against each participating political subdivision shall be collectible annually effective January 1, 1991.

The County of Summit agrees to pay into the Emergency Management Agency Fund the amount assessed against it, the maximum assessment for 1991 not to exceed .225 cents per capita for each citizen within the County to perform the functions herein. Additionally the County of Summit Shall supply office space, utilities, janitorial services, telephone, and copying services to the Emergency Management Agency at no charge.

For 1991 the per capita rate shall be calculated based on the 1980 census. In subsequent years the figures from the most current certified decennial census shall be used.

The per capita rate may be adjusted, by majority vote of the Executive Committee within the following limits:

- a. The rate for the following year shall be set by the Executive Committee at a regular meeting no later than June 1st.
- b. The ratio of 2:1 per capita funding between Local Communities and the County of Summit shall apply.
- c. When it is deemed necessary to adjust the per capita charge, a request to change said charge shall be presented by the Emergency Management Coordinator to the Executive Committee by May 1 preceding the renewal date.
- d. Monies generated under the above agreement shall be calculated by the Summit County Fiscal Auditor, deducted from the County's and the political subdivision's 'first half' real property tax settlement, and placed in the Emergency Management Agency Fund.
- e. There shall be no mid-year rate increases.

#### **AMENDMENT**

This agreement may be amended and upon recommendation of a majority vote of the Executive Committee and must be ratified by the County and Participating Political Subdivisions, pursuant to the requirements of Chapter 5915 of the Ohio Revised Code and its subsequent amendments. For it to be effective for any community, any amendment must be ratified by the County and a majority of the participating political subdivisions.

#### **INDEMNIFICATION**

Nothing in this agreement shall prohibit any community or agency from recovering damages from any private party or concern that may be responsible for the emergency, disaster, civil disturbance, or hazard within its jurisdiction.

#### **RENEWAL**

This agreement shall take force on January 1, 1991 and shall be renewed automatically on January 1 of each year for successive one year terms, unless either party gives written notice of non-renewal to the other at least 150 days prior to the end of the term.

#### **TRANSITION**

The Summit County Emergency operations Plan dated 1988 and the Summit County Mass Casualty Plan dated 1986 shall stand as adopted until revised or replaced under this agreement.

Upon adoption of this agreement all equipment, supplies, personnel and other assets of the Summit County Office of Emergency Management shall be transferred to the Summit County Emergency Management Agency.

**LIABILITY**

Liability for the use of equipment and personnel under this Agreement remains with each participating political subdivision requesting or involved in such use of equipment and personnel. All parties under this Agreement are subject to the immunities as provided in Chapter 5915 et seq of the Ohio Revised Code.

IN WITNESS WHEREOF, the County and the political subdivision have caused this Agreement to be executed by the respective proper officers and officials of the County and political subdivision thereunto duly authorized as of the day and year first above written.

**COUNTY OF SUMMIT**

**(POLITICAL SUBDIVISION)**

\_\_\_\_\_  
Russell M. Pry  
County Executive

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard E. Dobbins  
Law Director

**Summit County  
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