

RESOLUTION NO. 1991 - 101

TO AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT TO PARTICIPATE IN THE CUYAHOGA MAJOR EMERGENCY INCIDENT MANAGEMENT SYSTEM

WHEREAS, Ohio Revised Code Section 5915.071 specifies that the County and the Communities shall each establish an Emergency Management program if the County and the Communities are not participating in a countywide Emergency Management agency established pursuant to Ohio Revised Code Section 5915.06 or a regional Emergency Management authority established pursuant to Ohio Revised Code Section 5915.07; and

WHEREAS, neither the aforementioned countywide Emergency Management agency nor regional Emergency Management authority has been established in the County of Cuyahoga, Ohio; and

WHEREAS, the Cuyahoga County Board of Commissioners by, Resolution No. 703319 as amended, has established the Cuyahoga County Emergency Management Board to develop, implement, and maintain an Emergency Management program pursuant to Ohio Revised Code Section 5915.071; and

WHEREAS, the aforementioned Emergency Management program has been titled the Cuyahoga Major Emergency Incident Management System (CMEIMS); and

WHEREAS, the CMEIMS Communities have entered into agreements with the County and the CEM Board to participate in the CMEIMS pursuant to Ohio Revised Code Section 307.15; and

WHEREAS, Ohio Revised Code Section 5915.09 provides that private and public agencies may enter into mutual aid arrangements for reciprocal Emergency Management aid and assistance; and

WHEREAS, the CEM Board and the County have determined that the involvement of the RTA in the CMEIMS will benefit the County, the CMEIMS Communities, and all persons in the County of Cuyahoga, Ohio; and

WHEREAS, the Greater Cleveland Regional Transit Authority has determined that its participation in the CMEIMS will assist it in carrying out its responsibilities in the event of an Emergency Incident.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1: That the General Manager/Secretary-Treasurer be and he is hereby authorized to enter into a Cuyahoga County Major Emergency Incident Management System Cooperative Agreement with the Board of County Commissioners Cuyahoga County, Ohio, and the Cuyahoga County Emergency Management Advisory Board (a copy of which is attached hereto and fully incorporated as if rewritten herein);


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Section 2: That the General Manager/Secretary-Treasurer be and he is hereby authorized to enter into amendments to such agreement as may be necessary for the continued participation by the GCRTA.

Section 3: That this resolution shall be effective immediately upon its adoption.

Adopted:                     May 21                    , 1991

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
General Manager/Secretary-Treasurer

Attachment: Cuyahoga Major Emergency Incident Management System  
Cooperative Agreement

**CUYAHOGA MAJOR EMERGENCY  
INCIDENT MANAGEMENT SYSTEM  
COOPERATIVE AGREEMENT**

**Between**

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

**THE CUYAHOGA EMERGENCY MANAGEMENT  
ADVISORY BOARD,**

**and**

**THE BOARD OF COUNTY COMMISSIONERS  
COUNTY OF CUYAHOGA, OHIO**

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**CUYAHOGA MAJOR EMERGENCY INCIDENT  
MANAGEMENT SYSTEM  
COOPERATIVE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the Greater Cleveland Regional Transit Authority ("RTA"), the Cuyahoga County Emergency Management Advisory Board ("CEM BOARD") and the Board of County Commissioners, County of Cuyahoga, Ohio ("COUNTY") for the provision of Emergency Management Capacity under the Cuyahoga Major Emergency Incident Management System ("CMEIMS").

**WITNESSETH THAT:**

**WHEREAS**, Ohio Revised Code Section 5915.071 specifies that the COUNTY and the Communities shall each establish an Emergency Management program if the COUNTY and the Communities are not participating in a countywide Emergency Management agency established pursuant to Ohio Revised Code Section 5915.06 or a regional Emergency Management authority established pursuant to Ohio Revised Code Section 5915.07; and

**WHEREAS**, neither the aforementioned countywide Emergency Management agency nor regional Emergency Management authority has been established in the County of Cuyahoga, Ohio; and

**WHEREAS**, the COUNTY, by its Resolution No. 703319 as amended, which is incorporated herein by reference, has established the CEM BOARD to develop, implement, and maintain an Emergency Management program pursuant to Ohio Revised Code Section 5915.071; and

**WHEREAS**, the aforementioned Emergency Management program has been titled the CMEIMS; and

**WHEREAS**, the CMEIMS Communities have entered into agreements with the COUNTY and the CEM BOARD to participate in the CMEIMS pursuant to Ohio Revised Code Section 307.15 which specifies that the COUNTY may enter into an agreement with a Community to exercise any power, perform any function, or render any service on behalf of a Community; and

**WHEREAS**, Ohio Revised Code Section 5915.09 provides that private and public agencies may enter into mutual aid arrangements for reciprocal Emergency Management aid and assistance; and

**WHEREAS**, the CEM BOARD and the COUNTY have determined that the involvement of the RTA in the CMEIMS will benefit the COUNTY, the CMEIMS Communities, and all persons in the County of Cuyahoga, Ohio; and

**WHEREAS**, the RTA has determined that its participation in the CMEIMS will assist it in carrying out its responsibilities in the event of an Emergency Incident.

**NOW, THEREFORE**, the RTA, the CEM BOARD, and the COUNTY hereto agree as follows:

## **ARTICLE 1 DEFINITIONS**

Wherever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof unless such meaning is clearly precluded by the context in which the term is used:

- 1.1 **Bylaws.** The CEM BOARD's bylaws as established by the COUNTY's Resolution No. 703319 as amended.
- 1.2 **Capacity.** Human and physical resources, services, and information.
- 1.3 **CEM Board.** The Cuyahoga Emergency Management Advisory Board which was established by the COUNTY's Resolution No. 703319 as amended to improve Emergency Management Capacity and to make such improved Capacity available to the Communities through the CMEIMS Agreements.
- 1.4 **CEMAC.** The Cuyahoga Emergency Management Assistance Center, which is the COUNTY's emergency operations center facility and program.
- 1.5 **CMEIMS.** The Cuyahoga Major Emergency Incident Management System, the nomenclature applied to the COUNTY's Emergency Management program developed by the CEM BOARD.
- 1.6 **CMEIMS Agreement.** A written agreement between the COUNTY, the CEM BOARD, and the CMEIMS COMMUNITY which provides the CMEIMS COMMUNITY with access to the CMEIMS Emergency Management capacity and which fulfills the CMEIMS COMMUNITY's responsibilities as defined in Section 5915.071 of the Ohio Revised Code.
- 1.7 **CMEIMS Basic Principles.** A document adopted by the CEM Board which defines the basic roles and responsibilities of the various emergency management entities in the event of a Major Emergency Incident.
- 1.8 **CMEIMS Community.** A municipal corporation or township which has entered into a CMEIMS Agreement.
- 1.9 **CMEIMS Cooperative Agreement.** A written agreement between the COUNTY, the CEM BOARD, and an entity other than a CMEIMS Community in connection with the provision of Emergency Management Capacity.
- 1.10 **CMEIMS Guidelines.** A document approved by the CEM BOARD to provide guidance to the COMMUNITY on fulfilling an Emergency Management responsibility within the scope of a CMEIMS Protocol.
- 1.11 **CMEIMS Manual.** The manual containing the CMEIMS Basic Principles, CMEIMS Protocols, CMEIMS Guidelines, and other documentation in connection with the CMEIMS.
- 1.12 **CMEIMS Protocol.** A document, approved by the CEM BOARD and the COUNTY, specifying the roles and responsibilities of the various Emergency Management entities in the event of a declared Major Emergency Incident and the related procedures that should be followed for the purpose of facilitating inter-entity cooperation and operational efficiency. This document may also indicate physical

resources that an Emergency Management entity should have available in the event of a declared Major Emergency Incident to facilitate the effective fulfillment of its roles and responsibilities. This document shall have no effect on the internal operating procedures of a CMEIMS Community unless a Major Emergency Incident is declared.

- 1.13 **Community.** A municipal corporation or township.
- 1.14 **County.** The Board of County Commissioners and its subordinate organizational entities.
- 1.15 **Emergency Coordinator.** The person, required by Section 5915.071 of the Ohio Revised Code, responsible for coordinating, organizing, administering, and operating an Emergency Management program in the County or a Community.
- 1.16 **Emergency Incident.** A natural, man-made or technological event that could or does have an adverse effect on the safety, health, and/or welfare of the civilian population.
- 1.17 **Emergency Incident Level.** The standard terminology, as defined in Article 2, used to define the magnitude of an Emergency Incident dependent upon the source of the Emergency Management Capacity needed for response and recovery.
- 1.18 **Emergency Management.** All emergency preparedness, response, and recovery activities and measures, whether or not mentioned or described in this Agreement, that are designed or undertaken to minimize the effects upon the civilian population caused or that could be caused by any natural, man-made, or technological event.
- 1.19 **Emergency Operations Plan.** The plan required by and defined in Section 5915.071 of the Ohio Revised Code.
- 1.20 **Effective Date.** The date on which a CMEIMS Protocol became effective and thus applies to the CMEIMS COMMUNITY and the COUNTY.
- 1.21 **Major Emergency Incident.** A Level 3 Emergency Incident as defined in Section 2.3. Also, the terminology used to collectively describe a Level 3, Level 4, and Level 5 Emergency Incident as defined in Article 2.

## **ARTICLE 2 EMERGENCY INCIDENT DECLARATION**

The RTA, the COUNTY, and the CEM BOARD accept that effective communications in connection with this Agreement and in the event of an Emergency Incident are dependent on the utilization of standard terminology as to the magnitude or level of the Emergency Incident and on the assignment of authority to declare a specific level of Emergency Incident. The RTA, the COUNTY, and the CEM BOARD agree by this Agreement to the following Emergency Incident Levels and the connected declaration authorities:

- 2.1 **Local (Level 1) Emergency Incident.** A Local (Level 1) Emergency Incident shall only require the Emergency Management Capacity of the Incident Community and shall only be declared by the Incident Community.
- 2.2 **Serious (Level 2) Emergency Incident.** A Serious (Level 2) Emergency Incident shall only require the Emergency Management Capacity of the Incident Community and those Communities with which the Incident Community has written mutual aid agreements and shall only be declared by the Incident Community.
- 2.3 **Major (Level 3) Emergency Incident.** A Major (Level 3) Emergency Incident shall only require the Emergency Management Capacity of CMEIMS Communities and the COUNTY. If the Emergency Incident is within the territorial boundaries of the county, the Incident Community or COUNTY, with the approval of the Incident Community, shall declare the Major (Level 3) Emergency Incident. If the Emergency Incident is external to the territorial boundaries of the county, only the COUNTY shall declare a Major (Level 3) Emergency Incident.
- 2.4 **County (Level 4) Emergency Incident.** A County (Level 4) Emergency Incident shall only require the Emergency Management Capacity of the CMEIMS Communities and the COUNTY. If the Emergency Incident is within the territorial boundaries of the county and if a Major (Level 3) Emergency Incident has been previously declared, only the COUNTY shall declare a County (Level 4) Emergency Incident. If the Emergency Incident is external to the territorial boundaries of the county, only the COUNTY shall declare a County (Level 4) Emergency Incident.
- 2.5 **County Disaster (Level 5).** A County Disaster (Level 5) shall require an Emergency Management Capacity which can only be fulfilled through the involvement of the state and/or federal government and shall only be declared by the COUNTY.

### **ARTICLE 3 COUNTY'S SERVICES**

The COUNTY accepts the relationship of trust and confidence between the CEM BOARD, the RTA, and the COUNTY and by this Agreement, agrees that it shall provide Emergency Management Capacity in connection with CMEIMS, including, but not limited to, the following:

- 3.1 **CEM BOARD.** The COUNTY shall maintain the existence of the CEM BOARD.
- 3.2 **Emergency Management Entity.** The COUNTY shall establish, staff, operate, maintain, and finance an Emergency Management entity which shall be responsible for providing the COUNTY's Emergency Management Capacity.
- 3.3 **Emergency Coordinator.** The COUNTY shall appoint an Emergency Coordinator who shall serve as the chief administrative officer of the COUNTY's Emergency Management entity.
- 3.4 **CMEIMS Manual.** The COUNTY shall provide the RTA with a single copy of the CMEIMS Manual at no cost to the RTA. Additional copies of the CMEIMS Manual shall be available to the RTA at the cost established by the COUNTY.



- 3.5 **CMEIMS Protocols.** The COUNTY shall consider the CMEIMS Protocols approved by the CEM BOARD and shall approve or disapprove the CMEIMS Protocols. For disapproved CMEIMS Protocols, the COUNTY shall indicate the reason for disapproval. For approved CMEIMS Protocols, the COUNTY, with the CEM BOARD's advice, shall establish the CMEIMS Protocol's Effective Date. The COUNTY shall comply with the CMEIMS Protocols and shall provide the Emergency Management Capacity specified in the CMEIMS Protocols on or before the Effective Date.
- 3.6 **Capacity Inventory.** The COUNTY shall develop and maintain, with the assistance of the CEM BOARD and the RTA, an inventory of the Emergency Management Capacity that may be available in the event of a Major Emergency Incident.
- 3.7 **Training.** The COUNTY shall make available to the RTA, with the advice and assistance of the CEM BOARD, training on Emergency Management, the CMEIMS, and the utilization of the CMEIMS Protocols and CMEIMS Guidelines. This training shall be in the form of classroom instruction, desktop exercises, and field exercises.
- 3.8 **Emergency Operations Plans.** The COUNTY shall prepare, with the assistance of the CEM BOARD, the Emergency Operations Plan pursuant to Ohio Revised Code Section 5915.071.

#### **ARTICLE 4 CEM BOARD'S SERVICES**

The CEM BOARD accepts the relationship of trust and confidence between the COUNTY, the RTA, and the CEM BOARD and by this Agreement, agrees that it shall provide Emergency Management Capacity in connection with the CMEIMS, including, but not limited to, the following:

- 4.1 **Membership and Responsibilities.** The CEM BOARD shall have the membership and responsibilities specified in its Bylaws.
- 4.2 **Protocols.** The CEM BOARD shall prepare and adopt CMEIMS Protocols and shall submit them with recommended Effective Dates to the COUNTY for consideration.
- 4.3 **Guidelines.** The CEM BOARD shall prepare and approve CMEIMS Guidelines.
- 4.4 **Emergency Management Entity.** The CEM BOARD shall provide advice on the establishment, staffing, operations, and maintenance of the COUNTY's Emergency Management entity defined in Section 3.2 of this Agreement.
- 4.5 **Capacity Inventory.** The CEM BOARD shall assist the COUNTY in the development and maintenance of the Emergency Management Capacity inventory.
- 4.6 **Training.** The CEM BOARD shall advise and assist the COUNTY in the development and delivery of training in connection with Emergency Management and on the utilization of the CMEIMS Protocols and the CMEIMS Guidelines.

## **ARTICLE 5 RTA'S SERVICES**

The RTA accepts the relationship of trust and confidence between the CEM BOARD, the COUNTY, and the RTA, by this Agreement, agrees to provide Emergency Management Capacity in connection with the CMEIMS, including, but not limited to, the following:

- 5.1 **Emergency Management Capacity.** In the event of a Major Emergency Incident, the RTA shall provide insofar as possible the Emergency Management Capacity requested by the CEMAC. This Emergency Management Capacity shall include, but not necessarily limited to, mass transit vehicles, drivers, support vehicles and supervisors for use in various capacities.
- 5.2 **CEM BOARD.** The RTA shall strongly encourage the RTA's staff to participate in all CEM BOARD committees, training and other activities.
- 5.3 **Liaison.** In the event of a Major Emergency Incident and at the request of the COUNTY, the RTA shall provide at the CEMAC a RTA representative to assist in coordinating the provision of the RTA's Emergency Management Capacity.
- 5.4 **Capacity Activation.** To facilitate the activation of the RTA's Emergency Management Capacity, the RTA shall provide the COUNTY with a telephone number through which the RTA may be contacted twenty-four hours a day and seven days a week.
- 5.5 **Staff Person.** The RTA shall designate a staff person to serve as a contact person for the COUNTY's Emergency Coordinator on matters in connection with the CMEIMS and the CEM BOARD. This staff person shall be responsible for maintaining the RTA's Emergency Management Plan.
- 5.6 **Protocols.** In the event of a Major Emergency Incident, the RTA shall comply with the CMEIMS Protocols. In addition, the RTA shall assist the CEM BOARD in the development of CMEIMS Protocols which include the provision of the RTA's Emergency Management Capacity.
- 5.7 **Guidelines.** The RTA shall assist the CEM BOARD in the development of CMEIMS Guidelines which may recommend the provision of the RTA's Emergency Management Capacity.
- 5.8 **Emergency Management Capacity.** The RTA shall provide the COUNTY with an inventory of the RTA's emergency management capacity and shall maintain said inventory.
- 5.9 **Traffic Capacity & Routing.** During a major emergency incident, the RTA will provide the County with information received from its personnel regarding the traffic capacity along it's routes and any unusual incidents which may impact emergency services, and shall keep the County regularly informed of any route changes.

**5.10 Emergency Management Plan.** The RTA shall develop and maintain the RTA's INTERNAL EMERGENCY MANAGEMENT PLAN which shall address, but not necessarily be limited to, the following:

5.10.1 Standard operating procedures describing the RTA's internal functions, responsibilities for RTA personnel, etc. in the event of a Major Emergency Incident;

5.10.2 The line of succession, at least three deep;

5.10.3 Plans for the security and protection of the RTA's records essential to the continuation of government and the functions and duties of the RTA; and

5.10.4 Maintenance of personnel notification and recall rosters and the means for implementing them;

The RTA shall provide the COUNTY's Emergency Coordinator with a copy of said plan.

**5.11 Training.** The RTA shall participate in the training conducted by the COUNTY and shall assist, to the degree the RTA deems appropriate, the COUNTY in the development and delivery of training programs in connection with the CMEIMS.

**5.12 Information.** The RTA shall provide the COUNTY with the information it requires in connection with the response to and recovery from a Major Emergency Incident.

## **ARTICLE 6 FINANCIAL**

The RTA shall not charge the COUNTY, the CEM BOARD, or a CMEIMS Community for any expenses associated with providing Emergency Management Capacity under this Agreement.

## **ARTICLE 7 TERM OF AGREEMENT**

**7.1 Period of Agreement.** The terms and conditions of this Agreement shall go into effect thirty (30) days after the date first written above and shall remain in effect until such time as this Agreement is terminated in accordance with Section 7.2 of this Agreement.

**7.2 Termination.** The COUNTY and the RTA shall have the right to terminate this Agreement subject to thirty (30) days prior written notice. All services required by this Agreement shall be provided by the parties to this Agreement to the date of termination.

## **ARTICLE 8 GENERAL PROVISIONS**

**8.1 Assignment.** This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties.

- 8.2 **Modification and Waiver.** No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing and signed by the parties to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- 8.3 **Entire Agreement.** This Agreement, which includes any exhibits attached hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supercedes all prior or contemporaneous arrangements, commitments, representations, or understandings, whether written or oral.
- 8.4 **Liability.** The COUNTY and its officials, employees, and volunteers; the RTA and its officials, employees, and volunteers; and the CEM BOARD, its members, and the members of the CMEIMS Communities providing services under this Agreement shall enjoy those protections provided for in Section 5915.10 of the Ohio Revised Code.
- 8.5 **Headings.** The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
- 8.6 **Severability.** Should any provision hereof be found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such finding shall not affect the validity or enforceability of any other provision of this Agreement.
- 8.7 **Controlling Law.** All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of the State of Ohio.
- 8.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.
- 8.9 **Inconsistent Provisions.** In the event of any inconsistencies between one or more of the provisions herein, then the provision most favorable to the COUNTY shall prevail.
- 8.10 **Rights and Remedies.** The duties and obligations imposed by this Agreement are in addition to and not in limitation of any duties or obligations otherwise imposed by law. The rights and remedies provided in this Agreement are in addition to and not in limitation of other rights and remedies under this Agreement, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

8.11 Authority. The COUNTY, the CEM BOARD, and the RTA have full power and authority to enter into and perform this Agreement in accordance with its terms. Persons signing this Agreement in a representative capacity of the COUNTY, the CEM BOARD, or the RTA have authority to do so.

8.12 Notices. All notices and communications provided for hereunder shall be in writing and sent via the United States Postal Service, first class prepaid, to the following:

If to the COUNTY:           Emergency Coordinator  
                                  Cuyahoga Emergency Management  
                                  Assistance Center  
                                  1255 Euclid Avenue, Suite 102  
                                  Cleveland, Ohio 44115-1807

If to the CEM BOARD: Chairperson  
                                  Cuyahoga Emergency Management  
                                  Advisory Board  
                                  c/o Cuyahoga Emergency Management  
                                  Assistance Center  
                                  1255 Euclid Avenue, Suite 102  
                                  Cleveland, Ohio 44115-1807

If to the RTA:                To the person and address  
                                  specified by the RTA in writing to  
                                  the COUNTY and the CEM BOARD

or to such other addresses as may be furnished in writing by any party to the others. Any such notice or communication shall be deemed effective as of the date of mailing, provided, however, that all notices or other communications shall be given verbally at the earliest practical time to the party entitled to such notice.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above.

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

By: \_\_\_\_\_

CUYAHOGA EMERGENCY MANAGEMENT ADVISORY BOARD

By: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF CUYAHOGA, OHIO

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

04/26/1991  
RTA2/C