

Annex F: City of Cleveland and State of Ohio EMAC MOU

Agreement between the Ohio Department of Public Safety, Ohio Emergency Management Agency, and the City of Cleveland for the Reimbursement of Emergency Management Assistance Compact (EMAC) Costs

1. Background, Parties, and Purpose

This Agreement for Reimbursement of Emergency Management Assistance Compact (“EMAC”) Costs (hereinafter “Agreement”) is made and entered into by and between the Ohio Department of Public Safety (“ODPS”), Ohio Emergency Management Agency (“Ohio EMA”), and the City of Cleveland (“Cleveland”), jointly referred to as “the Parties.”

Cleveland is hosting the 2016 Republican National Convention (“RNC”) from July 17, 2016, through July 21, 2016. Further, Cleveland is in receipt of \$49.9 million from the U.S. Department of Justice’s Bureau of Justice Assistance (“BJA”) to fund law enforcement activities associated with the RNC.

On February 19, 2016, Cleveland requested the Governor of Ohio to declare an emergency for the purpose of activating EMAC to bring out-of-state law enforcement personnel and resources to Cleveland for the RNC. Ohio Revised Code Section (R.C.) 5502.40 provides the terms of EMAC, which is a means of mutual assistance between states in managing any emergency or disaster declared by the governor of an affected state. Pursuant to EMAC, the state requesting assistance is responsible for costs associated with the receipt of assets through EMAC and the Executive Director of Ohio EMA is the legally designated state official in Ohio responsible for managing EMAC.

Ohio EMA is statutorily responsible for costs Cleveland will incur that are associated with out-of-state assets provided to Cleveland through EMAC, but does not have funds appropriated to cover such costs. Therefore, Ohio EMA and Cleveland agree that this Agreement is necessary to detail the conditions Cleveland must satisfy before the Governor’s declaration to activate EMAC is executed, and before resources are committed to the State of Ohio through EMAC for the RNC. The Parties hereby agree to the following:

2. Authority

- A. Ohio EMA: The Executive Director of Ohio EMA, with the approval of the Director of ODPS, is authorized under R.C. 5502.22 to enter into contractual agreements for emergency management with local entities in Ohio.

- B. Cleveland: The City of Cleveland Director of the Department of Public Safety is authorized under Cleveland Ordinance No. 880.14, passed by Cleveland City Council on July 16, 2014, to enter into this Agreement.

3. Requirements Prior to the Activation of EMAC

- A. Cleveland agrees to reimburse the State of Ohio, through Ohio EMA, for all final costs associated with bringing in resources through EMAC, including all costs allowable under R.C. 5502.40. Both parties understand that the REQ-A is an estimate of such costs. Ohio EMA is the final authority on expenditure of EMAC costs. Further, Ohio EMA agrees not to charge Cleveland any administrative costs associated with EMAC.
- B. Both parties agree to comply with any and all audits associated with EMAC requests and/or spending and oversight of BJA funds as they pertain to EMAC. Both parties also agree to comply with any audit findings and potential recoveries attributed to that party's spending and oversight of the BJA dollars. This includes audits by applicable local, state, and federal agencies.
- C. In exchange for Cleveland agreeing to reimburse Ohio EMA for costs Cleveland incurs in obtaining and deploying out-of-state law enforcement personnel and resources via EMAC for use during the RNC, Ohio EMA will assist the Governor in determining whether to declare an emergency for the purpose of activating EMAC.

4. EMAC Reimbursement Process

- A. Cleveland understands the terms in this Agreement are in addition to the procedures established by Ohio EMA and EMAC for receiving assets through EMAC.
- B. If EMAC is activated, Ohio EMA agrees to confer with Cleveland prior to broadcasting the request for out-of-state law enforcement personnel and resources in order to obtain the most appropriate assistance for Cleveland for the RNC.
- C. If EMAC is activated, Ohio EMA will immediately institute procedures under R.C. 5502.40, including completion of the REQ-A and responsibility for the reimbursement process. Ohio EMA agrees not to sign a REQ-A, or any amended REQ-A, until Cleveland reviews and approves it.

D. If EMAC is activated, Cleveland agrees to grant priority to Ohio EMA for reimbursement of EMAC-related costs. Reimbursement may be through BJA funding or another funding source available to Cleveland.

5. Term and Termination

This Agreement shall go into effect upon the last signature and shall terminate upon conclusion of the EMAC reimbursement process and all applicable audits.

6. Modification; Waiver

No amendment of this Agreement will be effective unless and until it is in writing and signed by both Parties. No waiver by Ohio EMA of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless and until it is in writing and signed by the Director of ODPS and the Executive Director of Ohio EMA, and no such waiver will constitute a waiver or satisfaction of any other condition or failure to comply with any other obligation.

7. Counterparts

If the Parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

8. Governing Law

The laws of the State of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

10. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms in this Agreement shall remain in full force and effect for the term of this Agreement.


IN WITNESS WHEREOF, the Ohio Department of Public Safety, Ohio Emergency Management Agency, and the City of Cleveland have caused this Agreement to be executed by their respective officers duly authorized:

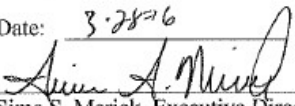
CITY OF CLEVELAND


By: Michael McGrath, Director
Department of Public Safety

Date: 3-28-16

OHIO DEPARTMENT OF PUBLIC SAFETY, OHIO EMERGENCY MANAGEMENT AGENCY


John Born, Director
Ohio Department of Public Safety

Date: 3-28-16

Sima S. Merick, Executive Director
Ohio Emergency Management Agency

Date: 3.29.16