

ORDINANCE NO. 2000-31

AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS REGARDING WARREN COUNTY HAZARDOUS MATERIALS RESPONSE PROVISIONS

WHEREAS, Council for the City of Mason deems it desirable for the City to enter into a contract with the Warren County Board of Commissions to exercise, perform, or render any power, function or serve on behalf of the City through the Warren County Department of Emergency Services for hazardous materials response assistance.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a Service Agreement with the Warren County Board of Commissioners for hazardous materials response provisions under the terms and conditions set forth in the Agreement, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 13th day of March, 2000.

MAYOR

John M. Curley

ATTEST:

CLERK OF COUNCIL

3/3/2000

Service Agreement
Warren County Hazardous Materials Response Provisions

This agreement is made and entered on April 4, 2000, by and between City of Mason, a statutory body established and existing under authority of the Ohio Revised Code, and the Warren County Board of Commissioners (Board), a statutory body established and existing under the authority of the Ohio Revised Code.

WHEREAS, it has been deemed desirable for City of Mason to contract with the Board to exercise, perform, or render any power, function, or service on behalf of City of Mason through the Warren County Department of Emergency Services for Hazardous Materials response assistance; and

WHEREAS, City of Mason and the Board desire to enter such and agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

A. Warren County Responsibilities:

During the term of this Agreement, Warren County will:

- (1) Provide a hazardous materials response in the event that there is a release of an "extremely hazardous substance", a "hazardous chemical" and/or a "hazardous substance" as defined by Ohio Rev. Code §§3750.01(B), (G) and (H) respectively.
 - (a) The aforesaid hazardous materials response shall be in accordance with OSHA 29 CFR 1910.120, and NFPA 471 and NFPA 472 and NFPA 473, and Ohio Rev. Code §§3750.04.
- (2) Provide a Environmental Hazards Coordinator, or his designee, for any hazardous materials response to which this Agreement applies. The Environmental Hazards Coordinator will provide all services designed in his/her position description and serve as liaison of the Warren County Hazardous Materials Team to the Incident Commander.
- (3) Possess and maintain a HazMat response and control unit, in order to effectively and efficiently mitigate the event.
- (4) Provide medical examinations to Team members, as required under the law.
- (5) Be the recipient of all private, local, state and federal monies intended for the operation of the Team, provide cost recovery efforts on behalf of the fire agency and disburse cost recovery funds to the fire agency upon receipt. Cost recovery efforts shall be achieved in accordance with written procedures and a schedule of fees as determined by the Environmental Hazards Coordinator and the Warren County Fire Chiefs' Association.
- (6) Respond to an event only at the request (verbal and/or preplanned) of the Commanding Officer.

B. City of Mason Responsibilities:

During the term of this Agreement, City of Mason will:

- (1) Provide the Fire Chief or his designee as Commanding Officer at the scene of a hazardous materials event.
- (2) May provide willing and interested personnel to serve as members to the Warren County Hazardous Materials Response Team.
 - a. Team member(s) response, participation and removal shall be governed accordingly with local department protocol.
- (3) Provide Fire and E.M.S. support to the Team in accordance with the Warren County E.O.P. Section XVI {Hazardous Materials Emergency Response Plan} in accordance with O.R.C. 3750.04.
- (4) Release and convey unto Warren County all right, title and interest which City of Mason may have in the existing equipment and all other personal property of the Warren County Regional Hazardous Material Response team.

C. Termination Notice:

It is mutually agreed by the parties hereto that any party may terminate participation in this agreement by giving written notice of such termination. The notice shall be certified mail return receipt requested. Termination shall be effective thirty (30) days after receipt.

D. Effective Date and Term:

- (1) This Agreement shall be effective as to all parties who have executed the same immediately up execution.
- (2) This Agreement shall have no definite term but shall continue in force and effective as to each party unless terminated by such party pursuant to Paragraph (C) hereof or unless superseded or rescinded by a subsequent Agreement.

IN WITNESS WHEREOF, City of Mason and the Board, through their duly authorized agents, have executed this agreement.

Warren County Board of Commissioners

Signed in the presence of:

Commission President

Date: _____

City of Mason

Signed in the presence of:

Sgt. J. Lahn

Sharon L. Whit

Date: 4/4/00

Joan Bernard

Approved as to form:

Michael Powell, Assistant Prosecuting Attorney
Warren County, Ohio