

MEMORANDUM OF UNDERSTANDING BETWEEN HAMILTON COUNTY, OHIO
EMERGENCY MANAGEMENT & HOMELAND SECURITY AGENCY AND THE
GREATER CINCINNATI HAZARDOUS MATERIALS UNIT, INC.

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2024 between the Hamilton County, Ohio Emergency Management & Homeland Security Agency (“HCEMHS”), and The Greater Cincinnati Hazardous Materials Unit, Inc., Cincinnati, Ohio (“Hazmat”),

RECITALS

For the purpose of enumerating the responsibilities and obligations of all parties to this agreement, and under the ordinances where applicable, for the provision of hazardous materials response, containment and mitigation, for the due consideration stated herein:

Whereas Hamilton County and its municipalities, through HCEMHS, is responsible under the provisions of applicable state statutes for the health, safety and welfare of the citizens of Hamilton County to include protection from, containment, mitigation, and management of hazardous materials incidents; and

Whereas Hazmat has represented to HCEMHS that it has the necessary expertise, training, equipment, and manpower for the proper containment, mitigation and management of hazardous materials incidents; and

Whereas Hamilton County and HCEMHS desires to provide the necessary technical expertise and other resources necessary to properly contain, mitigate, and manage a hazardous materials incident that may affect its citizens; and

Now, THEREFORE, in consideration of the premises and mutual agreement hereinafter set forth, the parties agree to the following terms and conditions:

SECTION I - RESPONSIBILITY OF HAZMAT

With respect to the providing of the services herein specified, it shall be the responsibility of Hazmat to:

- A. Recruit, train, outfit and maintain a staff of qualified hazardous materials response technicians and other personnel sufficient to provide the services herein specified when requested to do so in this county by competent authority.
- ~~B.~~ Acquire and maintain Type 1 Status as outlined by the Ohio Technical Advisory Committee which oversees the inspection and designation of Hazardous Materials Teams in the State of Ohio.
- C. Acquire, maintain, house and operate necessary vehicles and other equipment necessary to provide the services herein specified.

- D. Respond, when requested by local authority to any hazardous materials incident occurring in or otherwise threatening in the jurisdiction, and thereafter, provide such services as may be required to safely and effectively handle or control actual or potential leaks, spills or other releases of hazardous materials, to mitigate the hazards associated with such releases of hazardous materials, and to assist local authority to effectively manage the responses to the incident.
- E. Provide to HCEMHTSA on an annual basis via email to HCEMHTSA Director, the following:
 - 1. Hazmat Annual budget for upcoming year and previous years accounting of funds received and expended.
 - a. Hazmat Annual detailed financial reports
 - b. Include cost recovery anticipated funds from previous year
 - c. Provide staff compensation and duty officer compensation.
- F. Provide to HCEMHTSA on an annual basis via email to HCEMHTSA Director, the following:
 - 1. Hazmat Annual written training plan
 - 2. Personnel information
 - a. Full roster of adjunct fire departments with number of members and numbers/departments of unaffiliated members
- G. Provide to HCEMHTSA on at least quarterly basis via email, the following:
 - 1. Run reports from responses within Hamilton County
 - 2. Budget expenditure updates
 - 3. Training provided to include what personnel attended the training
 - 4. Minutes and other relevant information from Bi-monthly board meetings
 - 5. Make all minutes publicly available, as all unit funding comes from public sources.
- H. One time data requests from Hazmat to HCEMHTSA within 45 days of contract signing for 2022, 2023 and 2024 via email.
 - 1. Last three years of in-service training for members and who attended
 - 2. Last three years of run reports
 - 3. Last three years of cost recovery funds received and how spent
 - 4. Duty officer salaries and costs (salary, vehicles, cell phone, etc.)
 - 5. Reserve policy

SECTION II - RESPONSIBILITIES OF HCEMHSA

- A. HCEMHSA shall provide Hazmat with the following information to assist Hazmat with the proper containment, mitigation, and management of a hazardous materials incident. This information may include but is not limited to:
1. GIS information available via CAGIS
 2. LEPC facility information
 3. Copy of the county's Local Emergency Operations Plan

SECTION III – RESPONSIBLE FOR OWN ACTS.

Except as otherwise provided under applicable law and without waiving or reducing any immunities provided thereby, each of the Parties shall be solely responsible for its negligent acts or omissions in the performance of its activities under this MOU and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The Parties agree that this section is only a statement setting forth the limited responsibility of each the Parties solely for its own acts of judicially determined negligence or willful malfeasance and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other Party. Neither of the Parties, by this MOU, shall assume any liability or obligation of the other Party.

SECTION IV - INSURANCE

Hazmat shall maintain and give written evidence to Hamilton County of liability insurance in the amount of not less than \$1 million per incident, with no exclusion for environmental impact, or pollution of the environment.

SECTION V – AUTHORITY TO ENTER INTO MOU

Hazmat represents that it has the legal authority to enter into this agreement and all its terms, and to provide in an incident response as enumerated herein, under applicable Federal and State statutes, and local governmental ordinances and resolutions.

SECTION VI - PAYMENT TO HAZMAT FOR SERVICES RENDERED

In exchange for the services enumerated herein, Hamilton County agrees to provide payment to Hazmat, annually, not to exceed an amount \$0.1275 for each person reported to be a resident in the Hamilton County, to include incorporated and unincorporated areas thereof except the City of Cincinnati (which has its own Type 1 Hazmat team), by the 2020 census conducted by the Bureau of Census, U.S. Department of Commerce. Population of the county, less the City of Cincinnati is reported as 521,322. Such payment shall be made on or not more than sixty (60) days following the first day of the county's fiscal year during each and every year this agreement shall be in effect.

SECTION VII – PUBIC RECORDS

In the event that the Hazmat or HCEMHTSA receives a public records request seeking documents, communications, or other data related to the MOU, the party in receipt of the request shall immediately notify the other in accordance with Section VIII(D). The parties shall reasonably cooperate in coordinating a response to the request. The cooperation contemplated in this section shall not be applicable to the defense of litigation instituted under R.C. 149.43.

SECTION VIII – TERMS OF THE AGREEMENT

- A. The initial term of this MOU shall be in effect from January 1, 2025 through and including December 31, 2025. Discussions regarding renewal of this MOU must be initiated by GCHMU with the Director of HCEMHTSA by September 30, 2026. The purpose of the terms of this MOU is to ensure that there is a periodic and thorough review of the responsibilities of the parties.
- B. This MOU may be terminated by either Party upon ninety (90) days written notice, delivered upon the other Party. All fees will be prorated to the cancellation date. Upon termination of this MOU for any reason, Hazmat will continue to manage all equipment purchased via grants managed by Hamilton County in accordance with the terms of the grant used to secure its purchase.
- C. This agreement shall be considered breached and in default in the event either party fails to perform its responsibilities or obligations when required, or if payment is not made as required herein. In that event, this agreement may be deemed immediately terminated by either party, with written notice to the other party at the address listed above.
- D. Notice shall be given to:

Nick Crossley
Hamilton County Emergency Management & Homeland Security Agency
2000 Radcliff Drive
Cincinnati, Ohio 45204
Nick.crossley@hamiltoncountyohio.gov

Donald G. Bennett
Greater Cincinnati Hazardous Materials Unit, Inc.
1881 E. Crescentville Road
Cincinnati, Ohio 45246
Dgbennett6846@gmail.com

**IN WITNESS WHEREFORE, the parties have executed this agreement on this _____
DAY OF _____, 20____.**

HAMILTON COUNTY, OHIO

Name _____ Title _____

Signature _____ Date _____

THE GREATER CINCINNATI HAZARDOUS MATERIALS UNIT, INC

Name _____ Title _____

Signature _____ Date _____

APPROVED AS TO FORM:

**By: _____
Assistant Prosecuting Attorney**