

ORDINANCE NO. 89-89 AC CMS

AN ORDINANCE APPROVING AN AGREEMENT FOR HAZARDOUS MATERIALS
RESPONSE AND MITIGATION IN LORAIN COUNTY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain,
State of Ohio, a majority of all members elected thereto concurring:


SECTION 1. That the proposed agreement for Hazardous Materials Response
and Mitigation in Lorain County, a copy being attached hereto and incorporated
herein by reference, is hereby approved, and the City Manager is hereby
authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions
of this Council concerning or relating to the adoption of this ordinance
were adopted in an open meeting of the Council and that all deliberations
of this Council and of any of its committees that resulted in such formal
action were in meetings open to the public in compliance with all legal
requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 3. That this ordinance shall take effect at the earliest date
allowed by law.

PASSED: 1st Reading- November 6, 1989
2nd Reading- November 20, 1989
3rd Reading- December 4, 1989 (EMERGENCY)

ATTEST:



Clerk of Council



Chairman of Council

POSTED: December 6, 1989

EFFECTIVE DATE: December 4, 1989

LORAIN COUNTY EMERGENCY MANAGEMENT AGENCY

CONTRACTUAL AGREEMENT FOR
HAZARDOUS MATERIALS RESPONSE & MITIGATION
IN LORAIN COUNTY

This agreement is entered into by and among the following political sub - divisions for the purpose of county-wide all-hazard and hazardous materials planning and the response capabilities of the Lorain and/or Elyria Hazardous Materials Response Unit in your community for 1989 through 1991 when a new agreement will be either adopted or extended.

1. Amherst
2. Amherst Township
3. Avon
4. Avon Lake
5. Brighton Township
6. Brownhelm Township
7. Camden Township
8. Carlisle Township
9. Columbia Township
10. Eaton Township
11. Elyria
12. Elyria Township
13. Grafton
14. Grafton Township
15. Henrietta Township
16. Huntington Township
17. Kipton
18. LaGrange
19. LaGrange Township
20. Lorain
21. North Ridgeville
22. Oberlin
23. Penfield Township
24. Pittsfield Township
25. Rochester
26. Rochester Township
27. Russia Township
28. Sheffield
29. Sheffield Lake
30. Sheffield Township
31. South Amherst
32. Vermilion
33. Wellington
34. Wellington Township

WITNESSETH:

WHEREAS, each of the aforementioned parties have fire fighting capabilities and are political subdivisions within Lorain County; and

WHEREAS, each of the political subdivisions so mentioned have appointed an emergency manager/coordinator for their political jurisdiction to participate in the County-Wide Emergency Management Agency in accordance with section 5915.06 of the Ohio Revised Code; and

WHEREAS, each of the political subdivisions have submitted a signed Cost Recovery Ordinance/Resolution in accordance to section 3745.13 of the Ohio Revised Code and 40 C.F.R. 300 of the Federal Registrar; and

WHEREAS, each of the political subdivisions through their own entity or through a zone district will seek to obtain and maintain proper and fitting hazardous materials training in accordance with the county-wide plan approved by the Board of County Commissioners and accepted by the State Emergency Management Agency; and

WHEREAS, the political subdivisions deem it to be in the public's best interest to contract with the Lorain and Elyria Hazardous Materials Response Units until those political subdivisions have obtained the proper training, maintain that training and have response capabilities, either through their own department, district or zone; and

WHEREAS, the political subdivision will maintain direction and control of the incidents site, assure proper and full use of the county-wide plan and coordinate all recovery operations with Lorain County Emergency Management Agency; and

NOW, THEREFORE, in consideration of the promises and agreements herein contained, and not rescinding any fire and emergency protection mutual aid agreements which may exist between any of the parties hereto, except those agreements for cost recovery not prescribed under 40 C.F.R. 300, IT IS NOW AGREED, between the parties as follows:

1. For the purposes of affording additional protection to mitigate and respond to hazardous materials spills within a county-wide EMA political jurisdiction, Lorain County agrees to enter into a response agreement with Lorain and Elyria for the cost of 50% of LEPC funding at locations, cost recovery securement for response equipment and supplies after a county-wide response outside the jurisdiction of Lorain or Elyria and for cost recovery assistance for incidents within the jurisdictions of Lorain or Elyria for 1989.

2. For the purposes of affording and maintaining the additional protection to mitigate and respond to hazardous materials spills within a county-wide EMA jurisdiction in 1990 and 1991, each jurisdiction shall pay a set fee to Lorain County EMA that will be dispersed to Lorain and Elyria Haz-Mat Units and these fees are based upon the combination of population vulnerability, hazardous chemical reports under section 311-312 of each political jurisdiction and the miles of state or interstate highways and railroad tracks of each political subdivision.

3. The cost for each jurisdiction will differ based upon the said prescribed formula which is attached to this agreement.

4. That Lorain and/or Elyria must respond to any and all requests for a hazardous materials spill or incident whether that spill is at an on-site facility or transportation route when not otherwise occupied by emergency situations in progress. If the Lorain and/or Elyria Fire Departments are occupied in a response incident other than hazmat, the Lorain and/or Elyria Fire Departments will respond to the hazmat incident site upon relief by another fire district or department within the framework of the county-wide plan.

5. In no case shall the party hereto called upon or rendering such services be liable in damages to any other party hereto or any of its residents, or contractual obligators, for failure to answer any call, or for lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of equipment, failure to mitigate said situation or for any cause whatsoever growing out of such use of said equipment and firemen.

6. Lorain County EMA will assist the political jurisdictions where the hazardous materials incident took place in the cost recovery from the spiller or transporter as prescribed in section 5915.06 of the O.R.C.

7. Lorain County will reimburse the Lorain and/or Elyria HazMat Unit and the County-Wide HazMat Units for containment equipment used in the incident within five (5) days. Furthermore, if the Lorain and/or Elyria HazMat Units have not recovered manpower costs within ninety (90) days and the cost recovery procedures were used in accordance with section 5915.06 of the O.R.C., Lorain County will reimburse Lorain and/or Elyria HazMat Units for manpower costs for the mitigation and containment of the incident and continue to pursue the spiller and transporter with the support and assistance of the political jurisdictions where the hazmat incident took place.

8. That Lorain County through the county-wide EMA which is the contracted agency of the LEPC will use 50% of the LEPC funds and 100% of the fire grant training fund to reimburse only those jurisdictions belonging to the county-wide EMA who have sought and gained proper, necessary and recommended training beginning in 1990 through 1991 and having a valid cost recovery ordinance/resolution.

9. That Lorain County, LEPC will receive up to \$64,000 per year from the State Emergency Response Commission and those monies can only be used for planning, hazard analysis studies, plan exercising, office and communications equipment and hazardous materials preparedness, response and recovery training.

10. That all fire fighters must be at the hazardous materials operators level as prescribed in the NFPA 472 and in accordance with the county-wide plan and LEPC recommendation.

11. That each political jurisdiction or combined political jurisdictions must have response capabilities with a hazardous materials technician level response unit that must consist of 12 persons all meeting the NFPA 472 standards and having baseline physicals as prescribed with the county-wide plan.

12. That the cities of Lorain and Elyria have met their said mentioned standards and have response capabilities as prescribed by the standards adopted by the LEPC and that it is a goal to form a county-wide hazardous materials response unit at a technician level by the end of 1991 with each fire district participating at their manpower capabilities.

13. The ultimate goal will be to establish six (6) districts or zones to form a county-wide hazardous materials response unit. The county-wide hazardous materials unit will meet the requirements of NFPA 472 and the recommendation of the LEPC.

14. That all entities signing the response contractual agreement have a cost recovery ordinance or resolution as prescribed in 40 CFR 300 and 5915.06 of the Ohio Revised Code and have also adopted the county-wide hazardous materials plan and all-hazard plan as prescribed in 5915.06 of the Ohio Revised Code.

15. This contract shall be effective upon approval of the governing bodies of Lorain, Elyria, Lorain County and the political jurisdictions entering into this contractual agreement that is to commence on October 1, 1989 and end on December 31, 1991.

16. This contract shall at all times remain in the office of the Lorain County Prosecutor, Lorain County Emergency Management Agency and the political jurisdictions city or village attorney.

17. It is mutually understood and agreed that any party hereto may cancel and terminate its participating in this said contractual agreement by giving a sixty (60) day written notice to all said parties hereto at the time of said cancellation by registered mail, return receipt requested to the Lorain County Prosecutor's office and Lorain County Emergency Management Agency of its intention to do so.

18. That the political subdivision of Oberlin agrees to pay Lorain County Emergency Management Agency the sum of \$1,809.00 for the Lorain and/or Elyria Hazardous Materials Response Units. This cost is based upon the population of the jurisdiction, the number of chemicals reported in that jurisdiction and the number of miles of state highway and railroads in that jurisdiction. The said amount of money will be paid by March 31, 1990 and 1991 as per the attached cost analysis chart.

IN WITNESS WHEREOF, said political subdivisions have caused this agreement to be executed as provided by ordinance or resolution duly adopted for that purpose, a copy of which is hereto appended.

City of Oberlin, Ohio
Name of Political Subdivision

December 4, 1989
Date

By: Deborah G. Kimble Title: City Manager
Deborah G. Kimble
By: _____ Title: _____
By: _____ Title: _____

Board of Lorain County Commissioners

8-10-89
Date

By: Herbert J. Jacoby
By: George I. Koury
By: Mary Jo Vasi

City of Elyria

8-25-89
Date

By: L. B. Krys Title: Mayor
By: _____ Title: _____
By: _____ Title: _____

City of Lorain

9-26-89
Date

By: George I. Koury Title: Mayor
By: _____ Title: _____
By: _____ Title: _____

The foregoing resolution was introduced upon a motion by Commissioner George I. Koury, Jr., seconded by Commissioner Mary Jo Vasi and the vote taken thereon resulted as follows: George I. Koury, Jr., "aye"; Mary Jo Vasi, "aye"; Herbert J. Jacoby, "aye".

Motion carried.

I, Roxann Blair, Clerk to the Board of Lorain County Commissioners do and hereby certify that this is a true copy of Resolution No. 89-680 as it appears in Journal No. 1989 on the date of August 10, 1989.

Roxann Blair