

**NORTHERN KENTUCKY REGIONAL HAZMAT/WMD UNIT, INC
and
Kenton County**

AFFILIATION AGREEMENT

This Agreement is entered into and executed the 25 day of July, 2023, by and between the Kenton County Fiscal Court, and Northern Kentucky Regional Hazmat/WMD Unit, Incorporated (a non-profit domestic corporation organized under the laws of Kentucky to operate in the public interest.

WITNESS THAT, WHEREAS, and Northern Kentucky Regional Hazmat/WMD Unit, Incorporated operates a specially trained and equipped hazardous materials response Unit within the twelve (12) Kentucky counties of Boone, Campbell, Carroll, Gallatin, Grant, Kenton, Owen, Pendleton, Scott, Mason, Robertson, and Bracken; and

WHEREAS, it is the desire of the authorities of Kenton County that the said Northern Kentucky Regional Hazmat/WMD Unit, Incorporated, provide services related to hazardous materials containment and control in order to supplement the capabilities of the existing public safety and emergency response agencies and organizations within Kenton County; and

WHEREAS it is the further desire of the parties hereto that and Northern Kentucky Regional Hazmat/WMD Unit, Incorporated, be formally affiliated with the local emergency management agency in and for Kenton County as provided by KRS 39B.070(3).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties hereto solemnly agree as follows:

1. As used herein, unless the context requires otherwise:

(a) "Hazardous material" means any chemical or other product substance or material, regardless of form, which causes, is likely to cause, or can cause harm to people, property, or the environment.

(b) "Hazardous materials incident" means any fire, explosion, transportation accident, industrial accident, or any other cause, whatsoever, which results in the actual or threatened or impending leak or spill or other unauthorized release into the environment of a normally and ordinarily contained or otherwise controlled hazardous material; and

(c) "Hazardous materials response (HAZMAT) Unit" means any public or private agency or organization the personnel of which are specially trained and equipped to perform work to contain or control leaks or spills of hazardous materials where such work requires a close approach to, or actual contact with, such hazardous material. A HAZMAT Unit is not a fire department nor is a typical fire department a HAZMAT Unit, however, a HAZMAT Unit may be a component part of a fire department or may be a separate organization.

(d) "WMD" means weapons of mass destruction to include, but not limited to, nuclear, biological, and chemical.

2. The Northern Kentucky Regional Hazmat/WMD Unit known as being NKY HAZMAT/WMD Unit, INC., is hereby affiliated with and made an operational unit of the emergency management services organization of Kenton County as a volunteer hazardous materials response Unit in accordance with the provisions of KRS 39B.070(3).

3. At the request of the Judge/Executive, EM Director, or any public safety official authorized by them, NKY Regional Hazmat/WMD Unit, Inc., shall respond to any hazardous materials incident occurring in Kenton County for the purpose of assisting in the containment or control of leaks or spills or other unauthorized releases into the environment of hazardous materials so as to afford reasonable protection of the persons and property of the people of Kenton County from any present or potential threat of harm resulting from such hazardous materials/ WMD incident.

4. It shall be the responsibility of NKY Regional Hazmat/WMD Unit, Inc., when rendering service in Kenton County pursuant to and in accordance with the terms and conditions hereof, to provide technician level capabilities including specialized hazardous materials identification, monitoring, containment/control equipment, appropriate chemical protective clothing and respiratory protection equipment. The following positions shall be filled by NKY Regional Hazmat/WMD Unit, Inc. trained personnel (individuals may serve in more than one position with exception of safety officer) to include but not necessarily limited to: a hazmat unit commander; a site safety officer; at least four (4) entry Unit technicians; a communications / logistics coordinator; and a decontamination coordinator, as may be necessary to identify and safely do work in close approach to spills or leaks of hazardous materials to contain or control the same within the limits of available equipment and trained personnel.

5. Therefore it shall be the responsibility of Kenton County to develop within its emergency management services organization a pool of personnel drawn from existing public safety and emergency response agencies and organizations in the jurisdiction, from private industry, or from other such sources, to be utilized when necessary to provide operations level support to assist the regular personnel of NKY Region Hazmat/WMD Unit, Inc., when they are providing services in Kenton County pursuant to and in accordance with the terms and conditions hereof. and NKY Regional Hazmat/WMD Unit,

Inc., will, when specifically requested by KentonCounty EM authorities, provide specialized training relating to hazardous materials response to such supplementary Kenton County personnel prior to their being employed at the scene of a hazardous materials incident. Such training, when conducted, shall be in accordance with the requirements of Part 29, Section 1910.120, of the Code of Federal Regulations (29 CFR 1910.120) the standards of the U.S. Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (EPA) relating to hazardous waste operations and emergency response.

6. It shall be the further responsibility of Kenton County, i.e., hazmat ordinance, to render all possible assistance in recovery of all expenses incurred by and NKY Regional Hazmat/WMD Unit, Inc., occasioned by its response to a hazardous materials / WMD incident in Kenton County pursuant to and in accordance with the terms and conditions hereof from the party or parties as are responsible under law for the leak or spill or other release of hazardous materials necessitating such response. Additionally, Kenton County shall annually contribute directly to and NKY Regional Hazmat/WMD Unit, Inc., a cash contribution in an amount to be determined by Kenton County governing body a minimum amount of .13 cents per capita per annum during each fiscal year during which this Agreement shall have force and effect as between the parties according to the law, as a means of providing financial assistance to and NKY Regional Hazmat/WMD Unit, Inc., in defraying its on-going expenses incurred in the acquisition and maintenance of its equipment, the training of its and Kenton County personnel, and other costs of operation of the regional hazardous materials response Unit.

7. When operating in Kenton County pursuant to and in accordance with the terms and conditions hereof, the personnel of and NKY Regional Hazmat/WMD Unit, Inc., shall continue at all times under the command and control of their regular officers, but the

operational units of and NKY Regional Hazmat/WMD Unit, Inc. shall be under the direction and control of Kenton County EM authorities for mission-type assignment.

8. The parties agree that all hazardous materials response operations undertaken pursuant to and in accordance with the terms and conditions hereof shall be conducted in accordance with the applicable provisions of the Kentucky Emergency Operations Plan and with the corresponding provisions of the County Emergency Operations Plan, each of which said Emergency Operations Plans are adopted pursuant to the provisions of Chapter 39 of Kentucky Revised Statutes.

9. Nothing contained herein shall be construed as imposing or creating or causing any liability on the part of and NKY Regional Hazmat/WMD Unit, Inc., its agents, officers, directors, members, or employees, for failure to perform services covered by and in accordance with the terms and provisions hereof in the event that sufficient trained personnel and adequate and proper equipment and the necessary resources are not available to NKY Regional Hazmat/WMD Unit, Inc., at the time of any request for its services, provided that the party requesting such services is so notified of that fact at the time of such request.

10. Nothing contained herein shall be construed as imposing or creating or causing any liability on the part of Kenton County, its agents, officers, or employees, for failure to request the services of and NKY Regional Hazmat/WMD Unit, Inc., in response to any hazardous materials incident or incidents as may occur in the jurisdiction.

11. The provisions hereof represent the entire agreement as between the parties, and there are no other representations or agreements other than those set forth or incorporated herein by reference. The provisions hereof shall supersede and replace any and all agreements as may have existed between the parties prior to the effective date hereof with respect to the matters covered hereby. All subsequent amendments or

revisions of this Agreement, if any, shall be endorsed in writing hereon and signed by the representatives of the parties.

This Agreement is entered into by the undersigned.

County Judge Executive

EM Director

President, NKY Hazmat/WMD Unit, Inc.