

MUNICIPAL ORDER 24-2022

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MUTUAL AID ASSISTANCE AGREEMENT BETWEEN THE CITY OF OWENSBORO AND HANCOCK COUNTY, KENTUCKY.

WHEREAS, the City of Owensboro and Hancock County, Kentucky desire to provide aid and assistance to the other in the event of disaster or emergency; and

WHEREAS, in order to encourage the provision of aid and assistance, the Parties wish to enter into a Mutual Aid Assistance Agreement that memorializes the benefits and specific obligations of each, a copy of which is attached hereto as Exhibit A and incorporated by reference.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. That the Mayor of the City of Owensboro, be, and he hereby is, authorized and directed to execute a Mutual Aid Assistance Agreement by and between the City of Owensboro and Hancock County, Kentucky governing the provision of aid and assistance in the event of disaster or emergency, and the reimbursement of costs associated with the provision of aid and assistance.

Section 2. That the Mayor, City Manager, and appropriate staff members are hereby authorized to sign any and all other documents deemed necessary to the furtherance of the authority outlined herein.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE
READING,** this the 21st day of June, 2022.

Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

MUTUAL AID ASSISTANCE AGREEMENT

FOR THE PURPOSE OF FIRE/RESCUE SERVICES AND RELATED SPECIAL OPERATIONS

This agreement is between Hancock County and the City of Owensboro. Each party agrees to provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, The County of Hancock and the City of Owensboro are geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the parties in this agreement recognize the importance of having each respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster regardless of location of that community; and

WHEREAS, Kentucky Revised Statutes (KRS) authorizes Kentucky political subdivisions to enter into mutual aid agreements to provide for the coordination of, communications for, training for, response to and standby for planned events and emergency responses within the Commonwealth of Kentucky; and

WHEREAS, the parties to this agreement have chosen to become a party to this agreement and wish to provide mutual aid and assistance to other parties in time of emergency and disaster.

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION I. DEFINITIONS

As used in this agreement "Agreement" means this mutual aid agreement.

As used in this agreement "Aid and Assistance" means personnel, equipment, facilities, services, supplies, and other resources.

As used in this agreement "Authorized Representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.

As used in this agreement "Disaster" means any incident or situation declared as such by executive order of the Governor of Kentucky, or the President of the United States pursuant to federal law, as a result of the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or manmade emergency, including incidents caused by accident or acts of terrorism.

As used in this agreement "Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which local emergency response agency determines is beyond its capabilities.

As used in this agreement “Local Emergency Declaration” means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

As used in this agreement “Local Emergency Management Agency” means the organizational unit of a city or county created pursuant to KRS Chapter 39B, with primary jurisdiction, and authority for all emergency management program activities within the geographical boundaries of the party.

As used in this agreement “Local Entity” means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the KRS with the express power and authority to enter into and execute a contract.

As used in this agreement “Party” means a local entity that has officially approved and adopted this agreement by resolution of its governing body. The term may also include a private organization such as an Emergency Medical Service Organization that may enter into the agreement in order to provide or receive mutual aid. Such a private entity must be incorporated or otherwise possess the power and authority to enter into and execute a contract.

As used in this agreement “Provider” means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

As used in this agreement “Recipient” means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

As used in this agreement “Emergency Responder” means a person who is required to possess a license, certificate, permit, or other official recognition for the person’s expertise in a particular field or area of knowledge, and whose assistance is desirable during an emergency, disaster, or advanced preparations for any of the above. The term includes, but is not limited to the following:

- A. Firefighters, hazardous materials (Haz Mat) personnel, specialized rescue personnel, extrication personnel, water rescue and recovery personnel, Search and Rescue teams, and other specialized personnel; and
- B. Emergency Medical Services Personnel including Emergency Medical Technicians (EMTs), Paramedics, First Responders, Nurses, and Doctors; and
- C. Law Enforcement Personnel whose response to emergency situations would lessen the strain on local or overwhelmed law enforcement agencies; and
- D. Emergency Management Agency officers from the state, local or federal level.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request will so inform the requesting party.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter in likewise agreements accordingly. The parties fully recognize that there is ample public purpose for entering into this and similar agreements, and accordingly shall attempt to render aid and assistance pursuant to the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by Kentucky law shall be fully applicable.

SECTION III. PROCEDURES FOR REQUESTING AID AND ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency-stricken area are deemed inadequate by the recipient. A recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below.

- A) METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: A recipient shall initiate a request as follows:
 - 1) REQUESTS ROUTED THROUGH A LOCAL EMERGENCY MANAGEMENT AGENCY: A recipient may directly contact the Local Emergency Management Agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency

management agency will then contact the provider parties on behalf of a recipient to coordinate the provision of the requested mutual aid and assistance.

- 2) REQUESTS MADE DIRECTLY TO A PROVIDER: A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agency advised of the status of response activities in a timely manner.
- B) REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known.
- 1) AID AND ASSISTANCE: The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed.
 - 2) PROVIDER'S TRAVELING EMPLOYEE NEEDS: Unless otherwise specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of a provider's travel expenses, including but not limited to food, water, and restroom facilities. Further, if an overnight stay is required, a recipient shall house in addition to feeding the provider's personnel at a recipient's sole cost and expense.
 - 3) MEETING TIME AND PLACE: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C) STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction.
- D) LIST OF AUTHORIZED REPRESENTATIVES: The list of authorized representatives for each party executing this agreement shall be attached to the executed copy of this agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE IN THE EVENT OF A DISASTER OR EMERGENCY

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation in order to determine the availability of personnel, equipment, and other resources. If a provider's authorized representative determines that there are available resources, a provider's authorized representative shall notify the recipient or the local emergency management agency. A provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate the provider's decision to either render aid or to reject request and shall be transmitted by the most efficient and practical means to a recipient. A provider's acknowledgement shall contain the following:

- A) In response to the items contained in the request, a description of the personnel, equipment, and other resources;
- B) The projected length of time such personnel, equipment and other resources will be available to serve a recipient;
- C) The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- D) The name of the person(s) to be designated as the provider's supervisory personnel.

When a provider submits a written acknowledgment to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient and practical means and maintain a copy on file.

******In instances of urgency all requests and acknowledgements can be made via phone or radio communications******

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon assignments set forth by a recipient, a provider's supervisory personnel shall:

- A. Have the authority to assign work and establish work schedules for a provider's personnel and further, have direct supervision and control of a provider's personnel, equipment, and other resources which shall, at all times, remain with the provider's supervisory personnel. A provider should be prepared to furnish communications

equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient.

- B. Maintain daily personnel time records, material records and a log of equipment hours; and
- C. Report work progress to a recipient at mutually agreed intervals.

SECTION VI. LENGTH OF TIME AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and recipient.

As noted in Section II of this agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that the authority having jurisdiction will be responsible for paying the provider reasonable and documented expenses incurred by the provider as a result of extending assistance to a recipient. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider.

- A. **RECORD KEEPING:** A recipient or its representative shall provide information, directions and assistance for record keeping to the provider's personnel. A provider shall maintain records and submit invoices for the reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable office management and budget circulars.
- B. **PAYMENT:** The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practical after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed claims no later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

In accordance with KRS 39B.080, whenever a provider's responders are rendering aid and assistance pursuant to this agreement, such responders shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the primary response area of the provider.

SECTION IX. PROVIDER'S RESPONDERS COVERED AT ALL TIME BY PROVIDER'S COMPENSATION POLICY AND BENEFITS

All emergency responders remain employees and agents of their respective employers and jurisdictions. This mutual aid agreement does not create an employment relationship between jurisdictions. In accordance with KRS 39B.045, pension, disability, death benefits, and worker's compensation of emergency responders rendering aid under this agreement are extended outside their respective jurisdictions.

SECTION X. INITIAL DURATION OF THIS AGREEMENT; RENEWAL AND TERMINATION

The minimum duration of this agreement is one year. Termination requires sixty days written notice. Otherwise this agreement shall be continuously binding in following years and automatically renew annually. A termination of this agreement does not nullify an entity's financial reimbursement obligations. This agreement shall become effective upon signing of both parties and approval from local governing bodies.

Approved this _____ day of _____, 2022

CITY OF OWENSBORO:

By _____
Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

Approved this _____ day of _____, 2022

Signature: _____

Name and Title: _____