

J. D. Williams

*Calloway County
Judge/Executive*

MURRAY
★

101 S. 5th Street
Courthouse Building
Murray, Kentucky 42071
(502) 753-2920

**AN ORDINANCE CREATING
THE CALLOWAY COUNTY OFFICE OF EMERGENCY MANAGEMENT**

BE IT ORDAINED BY THE FISCAL COURT OF CALLOWAY COUNTY:

SECTION I:

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted KRS Chapter 39B.010 requiring the creation of a local emergency management agency and comprehensive emergency management program for Calloway County and

WHEREAS, the fiscal court of Calloway County desires to protect and safeguard the property, health, safety, and welfare of the citizens and the environment of Calloway County in accordance with the provisions of KRS Chapters 39A to 39F;

NOW, THEREFORE, the fiscal court of Calloway County enacts this ordinance which shall be known and may be cited as the "Calloway County Emergency Management Ordinance"

SECTION II

There is hereby created the Calloway County Office of Emergency Management in accordance with the provisions of KRS Chapter 39B.010, which shall serve in the interest of public safety within the territorial boundaries of Calloway County.

The Calloway County Office of Emergency Management shall develop implement and maintain the local comprehensive emergency management program for Calloway County in accordance with the provisions of KRS Chapters 39A to 39F, the comprehensive emergency management program requirements of the state Division of Emergency Management, the provisions of the Kentucky Emergency Operations Plan, administrative regulations promulgated by the state Division of Emergency management, and the resolutions, orders or ordinances of the fiscal court of Calloway County.

The Calloway County Office of Emergency Management shall be an organizational unit of county government attached to the Office of County Judge/Exec. and shall have primary jurisdiction, responsibility, and authority for all matters



Commonwealth of Kentucky
Office of Emergency Management
Calloway County
607 Poplar, George Weaks Community Center
Murray, KY 42071

1/21/03 8

MEMO

To: Larry Elkins, Judge
Calloway County Fiscal Court

From: Jeff Steen, Director
Calloway County OEM

Date: 09-11-02

Re: Statewide Emergency Mutual Aid Agreement / Calloway County Cost
Recovery Ordinance Hazardous Material Release(s)

Attached are two documents which if put into effect would aid Calloway County in the event of a disaster or hazardous material release. The first document is a statewide mutual aid agreement which if passed by resolution will provide for Calloway County to seek the aid of other local government resources in times of disaster, (Graves County, City of Mayfield, etc.) and bill FEMA for the cost of their equipment and labor. Calloway would then forward the money to the provider of the resource.

The second document is an ordinance that provides for Calloway County to seek reimbursement for cost incurred in the containing and cleanup of hazardous material releases. For instance if a large chemical release results from a traffic accident and it is necessary to call in an outside environmental contractor, Calloway County can seek to recover the cost of the environmental contractor from the responsible party. Often the cost is covered by insurance of the entity that caused the release.

Pg.: #2

If it became necessary to call in the regional Hazardous Material Team for Western Kentucky, Calloway County could recover and reimburse the Hazardous Material Team for equipment cost. The regional Hazmat Team has asked that this resolution be past. If you are in need of additional information contact me.

Thank You

A handwritten signature in black ink, appearing to be 'J. H. ...', written over a horizontal line.

Enclosures: Statewide Emergency Mutual Aid Agreement
Cost Recovery Ordinance Hazardous Material Release

**COMMONWEALTH OF KENTUCKY
STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID
AND ASSISTANCE AGREEMENT**

This agreement, endorsed by the Kentucky Division of Emergency Management, is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the agreement and thereby becomes a party to the agreement. Each party agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the Commonwealth of Kentucky through its Division of Emergency Management recognizes the importance of having each local entity respond in a coordinated and efficient manner to protect the public safety, health and welfare of any community stricken by an emergency or disaster; and

WHEREAS, the Commonwealth of Kentucky wishes to encourage each local entity in Kentucky to become a party to this agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency-stricken communities as quickly, efficiently and effectively as possible; and

WHEREAS, under the Kentucky Revised Statutes, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

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

SECTION 1. DEFINITIONS

"Agreement" means the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means personnel, equipment, facilities, services, supplies and other resources.

"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.

"Disaster" means any incident or situation declared as such by executive order of the Governor, or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"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 a local emergency response agency determines is beyond its capabilities.

"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 boundaries.

"Local emergency management agency" means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary

jurisdiction, responsibility, and geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

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 for aid and assistance will so inform the party initiating a request.

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 into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and accordingly shall attempt to render assistance in accordance with 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 law shall be fully applicable.

SECTION III. PROCEDURES FOR REQUESTING 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 a recipient. In these instances, 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. A request shall be followed as soon as practicable by a written confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. 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 list of authorized representatives for each party shall be attached to the officially-approved and adopted 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.

(June 1, 2002)

A. Method of Request for Mutual Aid Assistance: A recipient shall initiate a request as follows:

1. Requests Routed Through a Recipient's 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 shall then contact provider parties on behalf of a recipient to coordinate the provision of 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 agencies 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. Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
4. 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;
5. 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 provider's traveling employees. A recipient shall pay for all reasonable and documented out-of-pocket costs and expenses of a provider's personnel, including transportation expenses for travel to and from the stricken area. Further, a recipient shall house and feed provider's personnel at the recipient's sole cost and expense. If a recipient cannot provide such food and/or housing at the disaster or emergency area, a recipient shall specify in its request for assistance that self-sustained and supported personnel are needed.
6. Facilities: The need for sites, structures or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. 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 an Authorized Representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.

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 the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). 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 a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency.

- A. Provider's Acknowledgement: A provider's acknowledgement indicating acceptance of a request shall contain the following information:
1. In response to the items contained in the request, a description of the personnel, equipment and other resources available;
 2. The projected length of time such personnel, equipment and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this agreement);
 3. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
 4. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the Supervision and Control" section (Section V) of this agreement).

When a provider submits a written acknowledgement 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 a 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 practical means, maintaining a copy for record.

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 the 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.

- A. Supervisory Personnel Authority: Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:
1. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a 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;

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

SECTION VI. LENGTH OF TIME FOR AID 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 a 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 warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall reimburse a provider reasonable and documented expenses incurred by a provider as a result of extending assistance to a recipient. The time period for such reimbursements to commence shall begin no later than 12 hours after the provider aid and assistance is on scene and the recipient has signed a local emergency declaration.

A. Terms and Conditions. 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 recipient shall be ultimately responsible for reimbursement of all eligible, reasonable and documented expenses.

1. Personnel. During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. A recipient shall reimburse a provider for all direct and indirect payroll costs and expenses, including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
2. Equipment - A provider shall be reimbursed by a recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.

3. **Materials and Supplies** - A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of Section VII. For costs not included in the equipment rate established in subsection B of Section VII, the measure of reimbursement shall be determined in accordance with 44C.F.R. 206.228. In the alternative, the parties may agree that a recipient will replace, with like kind and quality as determined by a provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing. A recipient shall not be responsible for reimbursement of the costs of any materials and supplies of a provider that are damaged due to gross negligence, willful and wanton misconduct, intentional misuse or recklessness by a provider's personnel during the period of assistance.
4. **Record Keeping** - A recipient or its representative local emergency management agency, and Kentucky Division of Emergency Management personnel shall provide information, directions and assistance for record keeping to a provider's personnel. A provider shall maintain records and submit invoices for 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 of Management and Budget (OMB) Circulars.
5. **Payment - Other Miscellaneous Matters as to Reimbursement** - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable 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 items not 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

Whenever a provider's employees are rendering aid and assistance pursuant to this agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical boundaries of a provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Every person in the service of the state or any of its political subdivisions or agencies, or of any county, city or any class under the contract of hire, express or implied, and every official or officer of those entities, whether elected or appointed, while performing his or her official duties shall be considered an employee of the state. Every person who is a member of a volunteer ambulance service, fire, or police department shall be deemed, for the purpose of this agreement, to be in the employment of the political subdivision of the state where the department is organized. Every person who is a regularly enrolled paid or volunteer member of an emergency management agency, or an emergency management agency-supervised operating unit, or a rescue squad, as established under KRS Chapters 39A to 39E, shall be deemed, for the purpose of this agreement, to be in the employment of the Commonwealth of Kentucky.

SECTION X. IMMUNITY

All activities performed under this agreement are hereby declared to be governmental functions. Neither the parties to this agreement, nor, except in cases of willful misconduct, gross negligence or bad faith, their personnel complying with or reasonably attempting to comply with this agreement or any ordinance, order, resolution, rule or regulation enacted or promulgated pursuant to the provisions of this agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself the types of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify or keep and save harmless the other parties to this agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT

The Division of Emergency Management is authorized in KRS 39A to sponsor and develop mutual aid agreements among local entities in the Commonwealth.

A. Division of Emergency Management Responsibilities. Under this agreement, the responsibilities of the Kentucky Division of Emergency Management are:

1. To serve as the central depository for all locally-approved and adopted agreements, along with the attached listing of a party's authorized representatives and contact information, and to provide this listing to each of the parties on an annual basis;
2. To coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this agreement;
3. To keep a record of all requests for assistance and acknowledgments;
4. To report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and
5. To serve as the agency (grantee) to request reimbursement from FEMA on behalf of a party (sub-grantee).

SECTION XIII. AMENDMENTS

This agreement shall not be amended in any manner without the prior written approval of the Division of Emergency Management.

A. Proposed Amendments. Any proposed amendment shall be:

1. Submitted in writing by a local entity or party for review and approval by the Division of Emergency Management prior to local approval and adoption;
2. Approved and adopted by the governing body of a party and signed by the party's chief executive officer; and
3. Submitted, along with approved minutes of the legally constituted meeting at which the amended agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated at least sixty (60) days written notice by a party as set forth below. Thereafter, this agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party terminating their participation in this agreement shall submit a copy of their written termination notice to the Director of the Kentucky Division of Emergency Management. A party's termination of this agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this agreement.

SECTION XVI. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, these other mutual aid and assistance contracts are superseded by this agreement.

SECTION XVII. EFFECTIVE DATE, APPROVAL AND ADOPTION

I. This agreement shall take effect upon approval and adoption of the following resolution by the _____ seeking to become a party to the agreement.

BE IT RESOLVED BY THE CALLOWAY COUNTY FISCAL COURT OF CALLOWAY COUNTY
(Governing Body of City, County, or Other Entity) (City or County)

that the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT Larry Elkins, County Judge/Executive
(Name of Primary Representative) (Official Title)

AND Jeff Steen, Director, Office of Emergency Management
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for and on behalf of Calloway County Fiscal Court,
(Name of City, County, or Entity)
a public entity established under the laws of the Commonwealth of Kentucky and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this _____ day of _____.

Larry Elkins, Calloway County Judge Executive

Jeff Steen, Director, Office of Emergency Management

CERTIFICATION

I, Ray Coursey, Jr., duty appointed Fiscal Court Clerk
(Title)

of Calloway County, do hereby certify that the above is a true and correct copy of a
(City, County, or Other Entity)

resolution passed and approved by the Fiscal Court of Calloway County
(City, County, or Other Entity) (Public Entity)

on the 21st day of January 2003

Fiscal Court Clerk
(Official Position)

Ray Coursey Jr.
(Signature)

COMMONWEALTH OF KENTUCKY STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

II. List of Authorized Representatives to Contact for Emergency Assistance

For Calloway County Fiscal Court
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: Larry Elkins Title: County Judge/Executive
Address: 101 South 5th Street City: Murray State: KY
Zip Code: 42071 Phone: (270) 753-2920 FAX: (270) 753-2911
Pager: _____ E-Mail: iudgelarry@lycos.net
Cell Phone: (270) 994-4870

ALTERNATE REPRESENTATIVE:

Name: Jeff Steen Title: Director, Office of Emergency Management
Address: 615 Gilbert Graves Drive City: Murray State: KY
Zip Code: 42071 Phone: (270) 762-3481 FAX: (270) 762-3915
Pager: (270) 762-8899 E-Mail: jeff.steen@murraystate.edu
Bell Phone: (270) 748-7589

Part III.

IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY: _____
Director,
Kentucky Division of Emergency Management

DATE: _____

Part II.

List of Authorized Representatives to Contact for Emergency Assistance

For Calloway County Fiscal Court
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: Larry Elkins Title: County Judge/Executive
Address: 101 South 5th Street City: Murray State: KY
Zip Code: 42071 Phone: (270) 753-2920 FAX: (270) 753-2911
Pager: _____ E-Mail: judgelarry@lycos.net
Cell Phone: (270) 994-4870

ALTERNATE REPRESENTATIVE:

Name: Jeff Steen Title: Director, Office of Emergency Management
Address: 615 Gilbert Graves Drive City: Murray State: KY
Zip Code: 42071 Phone: (270) 762-3481 FAX: (270) 762-3915
Pager: (270) 762-8899 E-Mail: jeff.steen@murraystate.edu
Cell Phone: (270) 748-7589

Part III.

IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY: _____
Director,
Kentucky Division of Emergency Management

DATE: _____