

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2013-144**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry with the concurrence of the Emergency Services Committee to approve the Mutual Aid Agreement with the Cities of Elizabethtown, Radcliff, Vine Grove, and West Point Police Departments, the Hardin County Sheriff, and the Kentucky State Police.

**BE IT FURTHER RESOLVED**, to authorize Judge/Executive Harry L. Berry to execute the agreement, as well as any other necessary documentation relating to the agreement.

**ADOPTED**, by Hardin County Fiscal Court in its regular meeting on 27 August 2013.

  
Harry L. Berry  
Hardin County Judge/Executive

ATTEST

  
Kenneth L. Tabb  
Hardin County Clerk

## MUTUAL AID AGREEMENT

This Mutual Aid Agreement is made and entered into by and between the following law enforcement agencies located in Hardin County, Kentucky:

City of Elizabethtown Police Department

City of Radcliff Police Department

City of Vine Grove Police Department

City of West Point Police Department

Hardin County Sheriff's Department

Kentucky State Police

**Witnesseth:**

**Whereas**, the law of the state of Kentucky provides that each public entity within the State of Kentucky is empowered to make and enter into mutual aid agreements with other contiguous public entities within the state to more effectively allocate law enforcement and other public safety services during emergency situations;

**Whereas**, the undersigned public entities that are parties to this Mutual Aid Agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;

**Whereas**, none of the law enforcement agencies party to this Agreement possess all of the necessary resources to cope with every possible law enforcement emergency or disaster by themselves, and an efficient, effective response can be best achieved by the application and leveraging of the collective resources of these law enforcement agencies;

**Whereas**, the parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

**Whereas**, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur by the interchange of law enforcement services; and

**Whereas**, it is necessary and desirable that a Mutual Aid Agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

**Now, therefore**, it is hereby agreed by and between each and all of the parties hereto as follows:

## **Article I: Definitions**

*Assisting Agency:* A law enforcement agency providing law enforcement manpower, equipment, and resources to a law enforcement agency from another jurisdiction that has requested assistance to confront an emergency.

*Requesting Agency:* A law enforcement agency under an emergency condition that has requested assistance from a law enforcement agency participating in the Mutual Aid Agreement.

*Emergency:* Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and/or is beyond the capacity of an individual agency to effectively control.

*Mutual Aid:* A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during a designated emergency under terms of the Agreement.

*Staging Area:* A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

*Authorized Representative:* The chief executive officer of a participating law enforcement agency, or his or her designee, who has authorization to request, offer, or provide assistance under terms of this Agreement.

*Period of Assistance:* The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting agency, and ending on the return of all of the assisting party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the designated agency official by the designated official of the assisting party.

## **Article II: Terms of the Agreement**

1. Each party agrees that in the event of an emergency situation, each other party to this Mutual Aid Agreement will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic law enforcement services to its own jurisdiction.
2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.

3. To invoke assistance under the provisions of this Agreement, the designated official from the requesting party shall be required to contact the designated official of the responding party in person, by radio, telephone, in writing, or email. The responding party may request such information from the requesting party as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.
4. During an emergency situation, all personnel from responding agencies shall report to and work under the direction of the designated incident commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g., bomb disposal, canine teams, and special weapons and tactics units) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.
5. Personnel responding to a call for assistance outside their appointed jurisdictions shall have those law enforcement powers provided for by state law.
6. In any emergency situation where the Mutual Aid Agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.
7. Each agency agrees to be responsible for costs relating to their own personnel, equipment, facilities, and related resources during the period of assistance.
8. Workers' Compensation, Liability, Property Damage
  - a. Workers' Compensation Coverage: Each public entity will be responsible for its own actions and those of its employees and is responsible for complying with the State of Kentucky Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of Kentucky, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity should understand that workers' compensation coverage does not automatically extend to volunteers. Each public entity may obtain accident insurance for any volunteer at the localities discretion. Workers' Compensation coverage for certain volunteers (e.g., volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve law enforcement officers, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation

coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.

b. **Automobile Liability Coverage:** Each public entity is responsible for its own actions and is responsible for complying with the State of Kentucky motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of Kentucky, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association.

c. **General Liability, Public Officials Liability, and Law Enforcement Liability:** To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each public entity agrees to obtain general liability insurance. Each public entity agrees to obtain public official liability coverage and law enforcement liability coverage. These coverage's may be obtained (1) by a policy with an insurance company licensed to do business in the State of Kentucky, (2) by being a qualified self-insured, (3) by being a member of a group self-insurance association, or (4) by any insurance plan administered through the Department of General Services Division of Risk Management.

9. Each party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.

10. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.

11. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this Agreement.

12. This Agreement shall become effective as to each party's public entity when approved and executed by that public entity. This Agreement shall remain in effect as between each and every party until participation in this Agreement is terminated by the party in writing. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement as between the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the designated public official of each of the other signatory public entities that are parties to this Agreement.

13. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant

to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties herein provided.

Travis A. Schuler  
City of Elizabethtown  
Chief of Police  
Signature & Date

Edna B. Dejeu 8/5/13  
City of Elizabethtown  
Mayor  
Signature & Date

Jeffrey P. Crow  
City of Radcliff  
Chief of Police  
Signature & Date

J. J. Duvall  
City of Radcliff  
Mayor  
Signature & Date

Kimberly M. Matlock  
City of Vine Grove  
Chief of Police 12/5/13  
Signature & Date

[Signature] 12-5-13  
City of Vine Grove  
Mayor  
Signature & Date

Charles A. Williams  
County of Hardin  
Sheriff 8-28-13  
Signature & Date

[Signature] 8/27/13  
County of Hardin  
Judge Executive  
Signature & Date

[Signature] 12-5-13  
City of West Point  
Chief of Police  
Signature & Date

[Signature] 12/5/13  
City of West Point  
Mayor  
Signature & Date

Capt. David A. Miller  
Kentucky State Police  
Post # 4 Commander  
Signature & Date 12/12/13