

City of Somerset and Pulaski County
Inter-Local Cooperation Agreement for:
SRT HAZARDOUS MATERIALS COVERAGE

This Inter-Local Cooperation Agreement is hereby made and entered into pursuant to KRS Chapter 65, otherwise known as the “Inter-Local Cooperation Act”, this the ____ day of _____, 2017, by and between the City of Somerset, Kentucky (hereinafter referred to as City) and Pulaski County, Kentucky (hereinafter referred to as County):

WHEREAS, KRS Chapter 65 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, KRS Chapter 65 permits two (2) or more public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of KRS 65.210 to 65.300, after appropriate action such as a resolution of a governing body, and/or signature of the Executive Authority of a participating public agency if no resolution is required under all applicable law; and

WHEREAS, the City is within the County of Pulaski, and therefore shares common boundaries, interlocking transportation routes, safety hazards, and shared emergency management concerns, including Hazardous Materials Coverage, all of which directly impact the safety, health, and welfare of the citizens of both the City and the County; and

WHEREAS, the City and the County wish to enter into an Inter-Local Cooperation Agreement regarding Hazardous Materials Coverage by the Somerset Pulaski County Special Response Team (hereinafter referred to as SRT) which will protect the citizens and property of both the City, as well as the designated County areas as set forth in this agreement, to the fullest extent possible by coordinating hazardous materials planning, response, and recovery within the City of Somerset and the area of Pulaski County covered for fire protection by the City of Somerset Fire Department;

NOW THEREFORE, the above stated Agencies do hereby wish to enter into an Inter-Local Agreement for the purpose of setting forth the governmental and financial responsibilities regarding a Cooperation Agreement for Hazardous Materials Coverage;

The City and County agreeing to the terms set forth below, evidenced by the signatures of the Executive Authority of each Agency as required by all applicable law, with any required Resolutions of the governing bodies attached hereto and incorporated in full by reference, the parties herein agree as follows:

I. Powers:

The Somerset Pulaski County Special Response Team will continue to be operated solely by the County, with such operation performed with the understanding that both governmental agencies

intend to work together to ensure the highest quality of hazardous materials coverage is provided to the citizens of the designated area(s) of Pulaski County, including the City of Somerset which is found within the County's boundaries, by following the terms of this Agreement as set forth herein.

II. Immunities and Privileges:

Pursuant to KRS Chapter 65, both agencies shall have the same immunities and privileges while in the performance of their respective duties under this agreement which they otherwise possess when in the performance of their professional duties. This agreement shall not change or dispose of any immunities or privileges provided by state or federal law.

III. Continued Separation of Entities:

This agreement does not create any separate legal or administrative entity in regards to Hazardous Materials Coverage and any additional mutual aid to be provided under this agreement, and the Somerset Fire Department shall remain solely a City of Somerset operation for all legal purposes, including those related to employment such as: employee supervision and responsibility, compensation and benefits for employees, and necessary insurance coverage, including, but not limited to, Worker's Compensation coverage.

IV. Administration of the Cooperative Undertaking:

Pursuant to KRS 65.250 (2)(a), the Agencies herein state and agree that the Mayor of the City of Somerset, and the County Judge Executive of Pulaski County shall be named as co-administrators of this Inter-Local Agreement and shall have equal power, duties, and responsibilities in the administration of this Agreement. Each administrator shall be permitted to delegate the administration of this Inter-Local Agreement as permitted by applicable law to an employee, agent, or member of the entity, and if he/she so chooses, shall give notice to the other party of said delegation to ensure clear communication.

V. Consideration for the Agreement/Statement of Agreement and Command Structure:

1. The parties enter into this agreement in order to provide the highest degree of Hazardous Materials Coverage to the citizens of Somerset, as well as the extended area which is currently outside the City's corporate limits, but which is within the boundaries of Pulaski County. As full consideration for this Agreement, and the benefits derived from this Agreement and conferred on both the City and the County: the SRT agrees to cover the above areas with Hazardous Materials planning, response, and recovery.

2. On an incident where costs are incurred or resources are expended, each party is responsible for their own billing for cost recovery under the Pulaski County Hazardous Materials Ordinance.

3. In addition, the NIMS accepted ICS structure will be used by all parties working on a joint mission.

4. SRT will be notified by Pulaski County 911 with notifications and automatic pages the

same as they are with County Fire Departments. Automatic page protocols are to be for any incident in Pulaski County, including the City of Somerset and all municipalities. These automatic page protocols include any chemical, biological, radiological or white powder incident; any rollover of any large commercial vehicle with or without fuel leak; any incident where there is a substance leaking from trailer of a Semi; any Petroleum leak from a large commercial vehicle; any leak caused by a tanker filling fuel at a fuel station; any call involving Hazardous Materials such as mercury spills, strong chemical odors, contamination of the environment, or any incident where there may have been a Hazardous Materials release or potential for a release; and any call from any Agency in County or out requesting SRT assistance.

5. Certain notifications are to be made by contacting C17 or OIC by phone or radio. These include: any 1045 or 1046 involving a large commercial vehicle whether leaking or not; and any large commercial structure fire for possible OSHA required air monitoring.

VI. Term of Agreement

This Inter-Local Agreement shall be in full force and effect upon approval of both the governmental bodies as evidenced by the official minutes attached hereto as *Exhibit "A"*, and upon the signatures provided by the Mayor and the County Judge as evidenced on the signature page of this agreement. This Agreement shall run indefinitely and remain in full force and effect unless terminated pursuant to Section VII set forth below. Unless the agreement is terminated by one or both of the parties pursuant to the termination clause set forth in Section VII, this Inter-Local Agreement shall run indefinitely.

VII. Termination and Amendments

This Inter-Local Agreement shall remain in effect until such time as either agency submits to the other, in writing, a 30 day notice, the end of which period shall result in the termination of this Agreement in full. No amendments to this Inter-Local Agreement, whether express or implied, or whether by action or practice, shall be made by either party without the *express written* consent of both agencies, and must be in compliance with all applicable federal, state, or local law.

VIII. Compliance with Applicable Law

The parties herein state that prior to the enforcement of this Agreement by the City of Somerset and Pulaski County, the Agreement was approved by the agencies Legislative Bodies, that the Agreement was provided to the Kentucky Department of Local Government as required under KRS Chapter 65, KRS Chapter 91A, and that said agreement, if required by applicable law, was approved by the Department, with such approval evidenced by the signature page of this Agreement.

IX. Force and Effect

Per law, this Agreement shall become operative and have full force and effect on the date set forth above and upon the signature of the parties/agencies following approval by the legislative bodies of each agency, the signature of the Kentucky Department of Local Government if required, the filing of the signed and approved Agreement with the Pulaski County Clerk's Office, Somerset, Kentucky, and the filing of this Agreement with the Kentucky Secretary of State, Frankfort, Kentucky. This Agreement, once it is given full force and effect, shall overrule,

void, and replace all prior agreements between the Agencies in regards to Hazardous Materials Coverage.

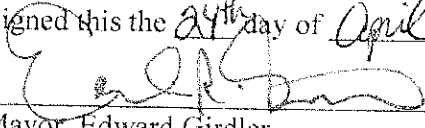
X. Miscellaneous; Severability

A. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral, pertaining to the City of Somerset and the Somerset Pulaski County Special Response Team. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties, after approval by each respective legislative body.

B. Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of the City, the County, and to their successors and assigns. Nothing in this Agreement shall be construed to permit an assignment by any of the subject Service Providers of any of its rights or obligations hereunder, and such assignment is expressly prohibited without a proper Amendment having been done under this Agreement.


C. Governing Law, Severability. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and all court actions required as a result of this agreement shall take place in the 28th Judicial Circuit, Pulaski County. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Signed this the 24th day of April, 2017.



Mayor, Edward Girdler

County Judge Executive, Steve Kelley



City Attorney

County Attorney



City Clerk

County Court Clerk

If Required by current law:

Approved by the Department of Local Government (DLG) on this the ____ day of _____, 20__.

DLG, Commonwealth of Kentucky