



2018

CONTINUITY
of OPERATION
LOUISVILLE METRO GOVERNMENT

EMERGENCY PREPAREDNESS

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OUR MISSION

"The mission of Louisville Emergency Services is to provide high quality and compassionate emergency and non-emergency response to the citizens and visitors of Louisville Metro and its local, state and regional partners in order to achieve the most favorable outcomes for people, property and the environment."

MESSAGE FROM THE

MAYOR

The Continuity of Operations Plan (COOP) is designed to ensure coordinated and effective emergency action by all elements of the community by outlining their responsibilities.

The COOP provides a framework for how the metro government prepares for, reduces the risk of, responds to, and recovers from emergencies. It describes specific roles and responsibilities of metro agencies and how they will coordinate resources and activities with each other and our federal, state, county, regional, private-sector and non-governmental organization partners.

It outlines a multi-agency concept of operations for the coordination of resources at different emergency response levels in order to ensure the continuity of essential services. It is critical that services such as 9-1-1 call-taking, and public safety dispatching for police, fire and EMS continue without interruption.

A handwritten signature in black ink, appearing to read 'Greg Fischer', is positioned at the bottom of the page.

CONTINUITY OF OPERATIONS

INTRODUCTION

“Louisville Metro Government is the catalyst for creating a world-class city that provides its citizens with safe and vibrant neighborhoods, great jobs, a strong system of education and innovation, and a high quality of life.”

This document serves as a framework for managing hazards that threaten the lives and property of the citizens, businesses, and visitors in our community.

It is designed to ensure coordinated and effective emergency action by all elements of our community by outlining their responsibilities in advance of natural and man-made disasters, acts of terrorism, civil disobedience, and other seriously disruptive emergencies.

This community must be prepared for the possibility that a disaster of a serious magnitude can strike Louisville/Jefferson County at any time.

This provides the outline by which Louisville Jefferson County Metro Government (LJCMG), volunteer agencies, and the general public will

work together to reduce the consequences of a disaster.

This plan is designed to bring together government officials, industry, commerce, non-governmental organizations, and the citizens of Louisville Metro area to work together as one team for the protection of our county, our neighboring counties, our region, and the Commonwealth of Kentucky. The first priority will always be to save lives. The second priority is protection of the environment. The third priority is mitigation of damage to property.

Strong and effective emergency planning, preparation, response, and recovery require participation and responsibilities from all facets of the community at each and every level.

Each of these elements has specific responsibilities and obligations in emergency planning, emergency preparation, emergency response, and recovery from a disaster.

The LJCMG has the responsibility and obligation to work together on behalf of our citizens, workers and visitors. response, and recovery. Every government official has a re-

sponsibility to learn the contents of this plan, and to prepare their personnel to meet the responsibilities cited in this plan.

Companies and non-governmental organizations are obligated to conduct emergency planning, define emergency procedures, provide emergency warnings to their employees, and assist the community with available resources.

Every citizen should seek instructions and assistance in emergency situations. Every citizen should plan, prepare, and design personal courses of action in advance of emergency situations. Every citizen should provide aid to people around them.

An annual review of the plan will be undertaken by Emergency Services and those agencies and departments having emergency assignments.

Emergency Services will ensure that a list of all plan holders is maintained and that the updates are sent to each one of these individuals.



CONTINUITY OF OPERATIONS

INTRODUCTION

This plan requires fair and equal treatment to all regardless of race, creed, color, national origin, sex, sexual orientation, age, or disability.

Louisville Metro will conduct all response and recovery operations following the National Incident Management System and the National Response Framework.

The Integrated Emergency Management System is the cornerstone of the city's emergency and disaster preparedness, response, recovery, and mitigation program.

This plan, including updates, remains in effect from the time it is adapted until modified by executive order.

The LJCMG has a major responsibility and obligation in emergency planning, preparation, response, and recovery.

Each one of us individually has a major responsibility and obligation in emergency planning, preparation, response, and recovery whether we are a government official, a citizen, an employee, or a visitor of this county.

Emergency situations affect each one of us in a variety of ways and at a variety of levels. Assuming our responsibilities and our obligations to our community, families, our places of work and business, and to those around us, we become one team with the mission to protect our homes and community.

METHODOLOGY

Emergency Services leads emergency planning activities and develops the basic planning policies, guidelines, and Emergency Operations Plan (EOP).

The EOP is maintained by Emergency Services and updated in accordance with KRS Chapter 39, KAR 109, and guidelines from the Kentucky Division of Emergency Management .

The EOP is adopted by resolution of the Louisville Metro Government Metro Council.

The plan is distributed to all Emergency Operations Center (EOC) staff, support staff, and upon request to appropriate parties. The plan is also available on the Emergency Services Web site and in CD format.

The EOP outlines primary organizational structure, roles, and responsibilities of partner agencies.

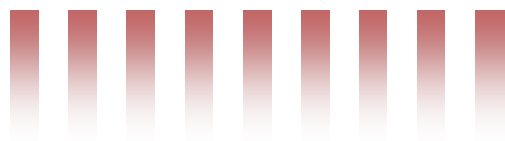
Each Emergency Support Function (ESF) was individually drafted through focused planning sessions and was reviewed by the primary agency.

The recovery and mitigation sections were drafted by Emergency Services in consultation with responsible partner agencies.

The plan is supported by All-Hazards Mitigation Strategies, Standard Operating Procedures (SOPs), and independent agency plans, and the State EOP.

Each ESF lead and supporting agency is required to develop, update, and distribute operational procedures, ensure consistency with the EOP, and define specific internal procedures.

The EOP will be updated as changes occur or according to state requirements.



CONTINUITY OF OPERATIONS

INTRODUCTION

PURPOSE

- ⇒ Reduce the loss of life and property of the residents, property owners, businesses, and visitors due to natural, technological, and man-made disasters.
- ⇒ Provide an efficient and comprehensive structure that is compliant with the National Incident Management system.
- ⇒ Manage emergency operations within Louisville/Jefferson County by coordinating the use of available governmental, private, industrial, civic, and volunteer resources.
- ⇒ Assist the city and county in recovering from disasters through an immediate and coordinated restoration and rehabilitation of affected persons and properties.

STRUCTURE

The EOP consists of the following components:

- ⇒ Basic Plan: Describes the purpose, scope, situations, and assumptions, hazard analysis, concept of operations, plan management, and authorities of Louisville Jefferson County Metro Government agencies in response to an incident.
- ⇒ Emergency Support Functions (ESF): Delineates primary and supporting agencies' concept of operations, roles, and responsibilities.
- ⇒ Emergency Resource List: A listing of resources available to support local jurisdictions during an incident.
- ⇒ Support Plans: Provide additional information necessary for an informed and managed response to events.
- ⇒ Incident Specific Plans: Provide additional information necessary for an informed and managed response to specific incidents.
- ⇒ Administrative Supplements: Includes a list of acronyms/abbreviations, terms and definitions, a compendium of emergency authorities and directives, which serve as points of reference and information for the users.

SCOPE

The scope of the EOP is county-wide. The plan will be enacted whenever the resources of any singular entity are exhausted and Memoranda of Agreements with other entities must be enacted and the coordination of a multi-agency or jurisdictional approach is required to meet the demands of an incident or accident.

The plan will also:

- ⇒ Establish official policies, program strategies, and planning assumptions for disaster preparedness, response, recovery, and mitigation.
- ⇒ Provide an all-hazard organizational structure for emergency operations.
- ⇒ Provide basic direction and control for all levels of a disaster, to establish a consistent and unified approach to emergency management operations.
- ⇒ Assign specific functional responsibilities to the appropriate local departments, agencies, groups from the private sector, and volunteer organizations, and define the means of coordinating municipal, state, and federal partners to achieve the maximum utilization of available resources.



CONTINUITY OF OPERATIONS

INTRODUCTION

AUTHORITIES

The COOP is based upon the following:

- ⇒ Presidential Executive Order 11795
- ⇒ Governor of Kentucky Executive Orders 96-1120
- ⇒ Public Laws 81-920, 93-288, 92-385, 91-606, 93-24, 93-234, 94-68, 96-511, 99-499, 100-707, and 101-121
- ⇒ Kentucky Revised Statutes Chapter 39 A-F
- ⇒ National Response Framework
- ⇒ Presidential Homeland Security Directives 1-12
- ⇒ Local Executive order signed 1/14/06
- ⇒ LCMG Charter
- ⇒ LCMG Code of Ordinances

SITUATIONS

- ⇒ A disaster may occur with little or no warning, and may escalate rapidly.
- ⇒ A disaster may extend beyond county boundaries and many areas of the state may experience casualties, property loss, disruption of normal life support systems, and loss of regional, economic, physical, and social infrastructures.
- ⇒ Emergency response personnel may become casualties and experience damage to their homes and personal property.
- ⇒ Disasters differ by magnitude, severity, duration, onset, distribution, area affected, frequency, and probability, thereby increasing the difficulty of plan development.
- ⇒ All organizations in Louisville Metro area will continue to respond to disaster events using SOPs until effective inter- and intra-organizational communications deterioration occurs, involvement of multiple response agencies becomes essential, and internal resources are exhausted.
- ⇒ The emergency management command and control structure in Kentucky is based on a bottom-up approach to response and recovery of resource allocation to the Louisville Jefferson County EOC, to the Commonwealth EOC, and to the federal government with each level exhausting its resources prior to elevation to the next level.
- ⇒ Disaster support from agencies outside the county, especially federal, may take 72 hours or more to arrive.
- ⇒ Effective disaster preparedness requires continual public awareness and education programs, so citizens will take appropriate action.
- ⇒ Convergence of first responders, public, and outside resources may hinder the local effort. We may have to deal with traffic congestion, unsolicited supplies and donations, and extra strain on degraded lifelines and facilities.
- ⇒ There may be competition among citizens and communities for scarce resources.
- ⇒ Given limited transportation capacity, a large vulnerable regional population, and a shelter deficit, evacuation time may be insufficient to meet clearance time thresholds for regional evacuations.
- ⇒ Some form of inter and intra-county communications is available including communications with the Commonwealth EOC.

CONTINUITY OF OPERATIONS

INTRODUCTION

ASSUMPTIONS

Emergency Services is the lead emergency planning agency that has developed basic planning policies, guidelines, and the EOP.

The Mayor of Louisville will declare a local State of Emergency in consultation with the Emergency Services Director.

The EOP is maintained by Emergency Services and is updated in accordance with KRS Chapter 39 and guidelines from KyEM.

The EOP is distributed to all EOC staff, support staff, and upon request to appropriate parties, and is available on:

https://louisvilleky.gov/sites/default/files/emergency_services/pdf_files/2018_louisville_jefferson_co_eop_final_04-30-2018_final.pdf

The EOP outlines primary organizational structure, roles, and responsibilities of all partner agencies.

Each ESF has been developed through planning sessions and continually reviewed by the primary agency.

Each lead and supporting agency should develop, update, and distribute operational procedures and ensure consistency with the plan and define specific internal procedures.

The EOP will be updated as changes occur, or according to state and federal requirements. The Emergency Services Director will act for the Mayor to

coordinate incident response by and between all county/local agencies in conformance with KRS Chapter 39B.

Local resources will be made available to respond to incidents affecting any area of the county.

State assistance will be requested when incident response relief requirements exceed the county's capability. State assistance will be provided under the provisions of the National Response Framework.

The federal government may provide funds and assistance to areas of the county that have been declared major disaster areas by the President.

Emergencies will occur that will require multiple agency coordination.

Local agencies assigned to emergency response have existing emergency plans and procedures, their own agency standard operating guidelines, and training to create and follow tactical strategies in the field.

Response and recovery efforts are often hampered by equipment and facility damage, communications failure, inclement weather, responder injury or death, and other unpredictable factors.

Local resources, including personnel, are finite and will become limited and scarce as events move from the response phase, to the sustainability phase, and to the recovery phase.

The United States is vulnerable to an enemy attack employing conventional or nuclear weapons and chemical or biological agents. Piloted or un-piloted aircraft, missiles, or submarines may deliver these weapons.

Sabotage and terrorism could be promoted to disrupt response efforts.

Civil unrest may require intervention by local and state agencies.

Assistance will be needed for major events and incidents lasting more than 48-72 hours.

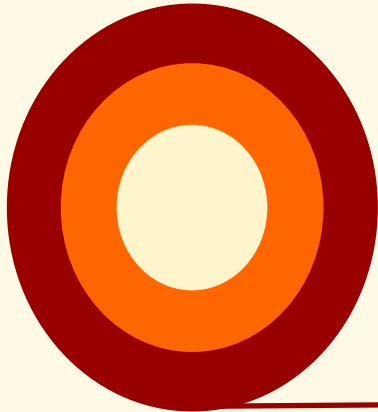
Assistance will be available from KY Emergency Management and from other state, regional, and federal agencies through Memoranda of Agreement or Understanding, and local declarations of disaster or emergency.

Executing the EOP and implementing pre-determined guidelines will save lives and reduce damage to the environment and to property.

Louisville Jefferson County Metro Government will fully commit their resources before requesting assistance from the state, but may be unable to satisfy all emergency resource requests.

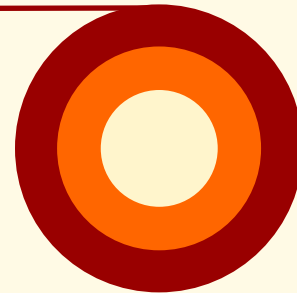
FOUR PHASES OF EMERGENCY MANAGEMENT

Many of the same management strategies can apply to all emergencies. The comprehensive management of emergency situations occurs in four phases

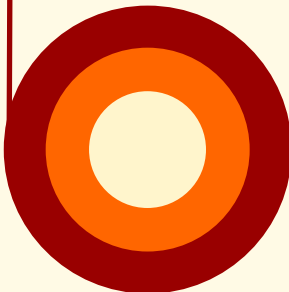


PREPAREDNESS

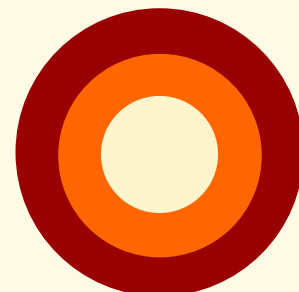
RESPONSE



RECOVERY



MITIGATION



EMERGENCY MANAGEMENT

FOUR PHASES

PREPAREDNESS

PR eparedness also includes the range of deliberate critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recov-

er from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private sector and non-governmental organizations to identify threats, determine vulnera-

bilities, and identify required resources.

Preparedness also includes education for the general public on the plan and individual responsibilities.

RESPONSE

RE sponse encompasses activities which address the short-term, direct effects of an incident. Response includes immediate actions

to save lives, protect property, and meet basic human needs. Response also includes the execution of EOP and execution of incident mitigation activities designed to limit the loss

of life, personal injury, property damage, and other unfavorable outcomes .

RECOVERY

RE covery phase may extend for a lengthy time depending upon the effects of the incident and the resources available to cope with them. It is not unusual for this period to take more than 5 years. The development, coordination, and execution of service and site restoration plans for impacted communities and the reconstitution of government operations and services through individual, private sector, non-governmental, and public assistance programs, provide the following:

- ⇒Identify needs and define resources.
- ⇒Provide housing and promote restoration.
- ⇒Address long-term care and treatment of affected persons.
- ⇒Implement additional measures for community restoration.
- ⇒Incorporate mitigation measures and techniques, as feasible.
- ⇒Evaluate the incident to identify lessons learned.
- ⇒Develop initiatives to mitigate the effects of future incidents

MITIGATION

MI tigation is the cornerstone of emergency management and consists of the continuing activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards.

Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

EMERGENCY & ALL HAZARDS RESPONSE PLANS

EMERGENCY OPERATIONS PLAN

The Emergency Operations Plan is a guide to how Louisville Metro Government conducts all-hazards response. It is built upon scalable, flexible, and adaptable coordinating systems to align key roles and responsibilities across Jefferson County. It describes both authorities and best practices for managing and coordinating incidents that range from the serious but isolated, to large-scale incidents and catastrophic natural disasters.

This emergency operations plan is founded on the principles of the National Incident Management System (NIMS). It provides a national template for federal, state, local, and tribal governments to work together effectively and efficiently, and cooperate with private sector and non-governmental organizations.

HAZARDS & MITIGATION PLAN

Hazard mitigation is any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards. Disaster Mitigation Act of 2000 is intended to facilitate cooperation between state and local authorities as it encourages and rewards local, tribal, and state pre-disaster planning and promotes sustainability as a strategy for disaster resistance.

This enhanced planning network better enables local and state governments to articulate their needs for mitigation, resulting in faster allocation of funding and more effective risk reduction projects.

As a result, communities must have an approved mitigation plan in place before receiving Hazard Mitigation Grant Program funds

EMERGENCY OPERATIONS PLAN



https://louisvilleky.gov/sites/default/files/emergency_services/pdf_files/2018_louisville_jefferson_co_eop_final_04-30-2018_final.pdf

HAZARDS & MITIGATION PLAN



https://louisvilleky.gov/sites/default/files/emergency_services/pdf_files/lm_hmp_2016_final.pdf

EQUIPMENT & FACILITIES

CONTINUITY OF GOVERNMENT

BACK UP GENERATOR

The primary generator is a 2250KW diesel generator. The generator powers building lighting, (1) 300Kva Emerson UPS for Data, (1) 300Kva Emerson UPS for all dispatch operations and (1) 130Kva Emerson UPS for the Radio communications network.

In addition to the primary generator, an 800KW Caterpillar diesel secondary generator was installed in 2013 to provide minimal backup functions in the event the primary generator does not start or is down for maintenance.

COMMUNICATIONS RADIO NETWORK

All console positions are backed up using standard imaging software which is archived to an off-site hard drive and stored in a secure location. Routers, switches and gateway hardware is backed up at the prime site and backup site.

Backup procedures are conducted monthly. A backup site can be initiated within two hours, in the event of main site failure.

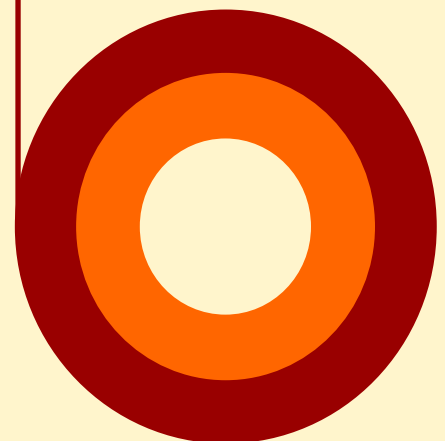
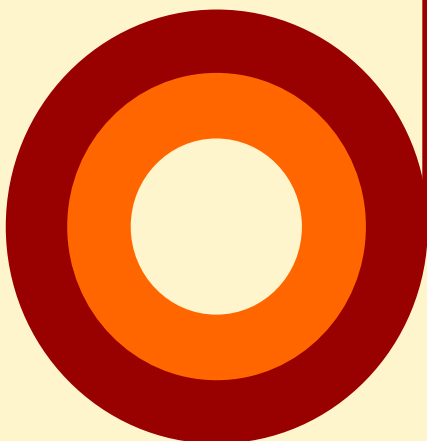
CAD AND PHONE BACKUP PROCEDURE

CAD and phone operations are fully functional in the event our primary location need to be vacated.

In addition to console dispatch, the phone system operates independently. CAD operations will function provided there is no loss of connectivity at the primary center.

BACK UP DISPATCHING CENTER

Relocating any personnel from the primary location to a backup dispatching center can be achieved under two hours.



EQUIPMENT & FACILITIES

CONTINUITY OF GOVERNMENT

ESSENTIAL RECORDS MANAGEMENT

Essential records are those records that are essential to the preservation of the legal rights and interests of individual citizens and their governments. Protection of governmental resources must be maintained in order for the business of government – at all levels – to continue in order to provide security, protection, and assistance for recovery for its citizens.

Methods that will be used to protect the business of government may include, but are not limited to, the following:

- ⇒ Plans and operating guidelines
- ⇒ Electronic backup of data and records
- ⇒ Backup generators
- ⇒ Memoranda of Understanding and Memoranda of Agreement
- ⇒ The Council Clerk is responsible for records management. Each department and division is responsible for ensuring adequate redundancy of critical records and those records stored electronically, along with software programs that can be accessed and restored during and after a disaster.

39D.030 ORDINANCES AND RESOLUTIONS FOR CONTINUITY OF GOVERNMENT

The governing body of each county, urban-county government, charter county government, and city shall enact the ordinances and resolutions necessary to provide for the continuity of government throughout the duration of a state of emergency. The ordinances and resolutions shall provide a method by which temporary emergency appointments to public office are made, except as limited by express constitutional provisions, and shall define the scope of the powers and duties which may be exercised, and provide for termination of the appointment so made. This section shall control notwithstanding any statutory provision to the contrary.

Effective: July 15, 1998

History: Created 1998 Ky. Acts ch. 226, sec. 54, effective July 15, 1998.

COG

SUCCESSION OF KEY OFFICIALS

67C.105 QUALIFICATIONS, ELECTION, TITLE, AND POWERS OF MAYOR -- PROCEDURE FOR FILLING VACANCY IN OFFICE OF MAYOR

- (1) All executive and administrative power of the government shall be vested in the office of the mayor. The term "executive and administrative power" shall be construed broadly. The mayor shall be the chief executive of a consolidated local government formed under the provisions of KRS 67C.101 to 67C.137.
- (2) The mayor shall be nominated and elected in partisan elections for a term of four (4) years in the same election years as other local government officials as regulated by the regular election laws of the Commonwealth. The mayor shall assume office on the first Monday in January following his or her election. He or she shall serve until a successor qualifies and may serve for no more than three (3) consecutive terms after which time he or she shall be prohibited from running for election or being appointed as mayor for a period of at least four (4) years.
- (3) The mayor shall be at least twenty-one (21) years old, a qualified voter, a member of his or her political party, and a resident of the territory encompassing the consolidated local government for a period of at least one (1) year prior to his or her election as mayor. The mayor shall continue to reside within the geographic boundary of the consolidated local government throughout his or her term of office.
- (4) Except as otherwise provided in KRS 67C.101 to 67C.137, the mayor shall have all the power and authority that the mayor of the city of the first class and the county judge/executive exercised under the Constitution and the general laws of the Commonwealth of Kentucky prior to the consolidation.
- (5) The mayor is authorized to supervise, administer, and control all departments and agencies as may be created by KRS 67C.101 to 67C.137 or created by ordinance. The mayor shall appoint all department and agency directors. The appointees shall serve at the pleasure of the mayor. Specifically, the mayor shall:
 - (a) Prepare and submit an annual report coinciding with the fiscal year, on the state of the consolidated local government, to be presented at a public meeting of the council;
 - (b) Submit an annual budget;
 - (c) Oversee the administration and implementation of the adopted budget ordinance;
 - (d) Enforce the ordinances of the consolidated local government;
 - (e) Supervise all officers, agents, employees, cabinets, departments, offices, agencies, functions, and duties of the consolidated local government;
- (6) In case the office of mayor becomes vacant by reason of death, resignation, or removal, the members of the legislative council of the consolidated local government shall by a majority vote of the membership of the council elect a qualified person to fill the vacancy in the office of the mayor not later than thirty (30) days after the date on which the vacancy occurs for the unexpired term. The members of the legislative body of the consolidated local government may elect one (1) of their members to serve as temporary mayor until they are able to hold the election to fill the vacancy for the unexpired term. If the legislative council fails to elect a person to fill the vacancy within thirty (30) days after the vacancy occurs, the Governor shall fill the vacancy in the office by appointment of a qualified person for the unexpired term.
- (7) The mayor of a consolidated local government shall be known as the mayor of/..... County Metro Government, which shall be a combination of the names of the largest city in existence in the county on the date of the adoption of the consolidated local government and the county.

Effective: July 12, 2012

History: Amended 2012 Ky. Acts ch. 49, sec. 2, effective July 12, 2012. -- Amended 2002 Ky. Acts ch. 346, sec. 55, effective July 15, 2002. -- Created 2000 Ky. Acts ch. 189, sec. 3, effective July 14, 2000

LOCAL EXECUTIVE ORDER

Executive Order No. 1, Series 2014
Page 1 of 3

EXECUTIVE ORDER NO. 1, SERIES 2014

AN EXECUTIVE ORDER REVOKING EXECUTIVE ORDER NO. 4, SERIES 2012 AND REPLACING IT WITH THIS EXECUTIVE ORDER DELEGATING SIGNATURE AUTHORITY FOR CERTAIN DOCUMENTS.

NOW, THEREFORE, BE IT ENACTED BY EXECUTIVE ORDER OF THE HONORABLE GREG FISCHER, MAYOR OF LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

Section 1. Executive order no. 4, series 2012, is hereby revoked and replaced with this Executive order.

Section 2. That the following delegation of the mayor's signature authority shall be placed in effect for the specific documents listed:

- (A) The following documents require the mayor's signature and should have a completed document approval form with all appropriate signatures before submitting to the mayor:
- (1) Easements
 - (2) Deeds
 - (3) Grant applications for grants that are \$25,000 or above
 - (4) Grant acceptances or amendments
 - (5) Emergency purchases in excess of \$10,000
 - (6) Correspondence evidencing a Metro Government commitment of a future action
 - (7) Non-routine Memorandums of Agreement, Memorandums of Understanding, and the like between Metro Government and another governmental entity regarding the sharing of services, resources or responsibilities
 - (8) Any document being presented to the Metro Council for its approval.
-

LOCAL EXECUTIVE ORDER

Executive Order No. 1, Series 2014

Page 2 of 3

- (B) The following documents requiring the Mayor's signature will be reviewed by General Counsel to the Mayor before signature (no Document Approval Form necessary):
- (1) Bond documents for approved bond issues
 - (2) Ordinances/Resolutions passed by the Council
 - (3) Litigation documents
 - (4) Collective Bargaining Agreements/Letter Agreements
- (C) The following documents will be approved by the Chief of Staff; the Mayor's signature is not required:
- (1) Personnel Actions -including requisition for hiring, salary increases, disciplinary actions and terminations, exemptions from hiring freeze
 - (2) Increases in departmental fees, where such are within the authority of the Administration to impose
 - (3) Routine agreements between Metro Government and governmental entities regarding the sharing of services, resources, or responsibilities.
 - (4) Any document requiring the Mayor's signature, when the Mayor is out of town or indisposed, and when the Mayor so directs.
- (D) The following documents shall be signed/approved by the appropriate Executive Chief. An Executive Chief may delegate such authority to a Department Director and to one other designee. The Mayor's signature is not required:
- (1) Contracts issued through the Purchasing Department (in general, bid contracts for purchasing goods and services; construction contracts, leases)
 - (2) Contracts issued without bidding (in general, small purchases, professional services, emergency purchases under \$10,000)
 - (3) Grant agreements giving entities/agencies Metro Government funds or pass through funds approved through the budget process for grants
 - (4) Permits, licenses, encroachment agreements, etc., issued by Department Directors under appropriate enabling laws/regulations
 - (5) Temporary construction easements
 - (6) Offers to purchase property or easements for which money has been appropriated or a project has been approved
 - (7) Loan agreements under established loan programs
 - (8) Travel authorizations
 - (9) Leases, other than as set out in subsection (1)
-

LOCAL EXECUTIVE ORDER


Executive Order No. 1, Series 2014
Page 1 of 3

(E) The following documents shall be signed/approved by the appropriate Department Director; no other signature is required:

(1) Grant applications seeking less than \$25,000 that require no matching funds and the Granter does not require the Mayor's signature.

Section 3. This Executive Order shall take effect immediately.

Signed this **16** day of April, 2014, by Greg Fischer, Mayor of the Louisville/Jefferson County Metro Government.



Greg Fischer, Mayor

APPROVED AS TO FORM AND
LEGALITY:

Michael J. O'Connell

Jefferson County Attorney

BY: 

RESOLUTION ADOPTING NATIONAL INCIDENT MANAGEMENT PLAN

099

A RESOLUTION ADOPTING THE NATIONAL RESPONSE PLAN AND THE NATIONAL INCIDENT MANAGEMENT SYSTEM BASED ON HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-5 (HSPD -5) THAT REQUIRES CERTAIN REVISIONS AND AMENDMENTS BE INCORPORATED WITHIN LOUISVILLE METRO GOVERNMENT.

SPONSORED BY: COUNCILMAN JAMES PEDEN

WHEREAS, effective coordination of the provision of the Louisville/ Jefferson County Metro Government Emergency Operations Plan (EOP) with the National Response Plan (NRP) and the federal emergency management and homeland security program of the nation is essential in the detection, prevention, and mitigation of, preparation for, response to, and recovery from threats, hazards, or emergencies that endanger, or threaten to endanger residents, environment, infrastructure, and property in Metro Government; and

WHEREAS, recent changes have occurred in the NRP based on enactment of The Homeland Security Act of 2002 (Public Law 107-296) and Management of Domestic Incidents Homeland Security Presidential Directive-5 (HSPD-5), that require certain revisions and amendments be incorporated within the Louisville/Jefferson County Metro Government Emergency Operations Plan (EOP), including adoption of the National Incident Management System (NIMS); and

WHEREAS, the NRP and the NIMS are critical functions to the management of domestic incidents as they relate to public safety.

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/ JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

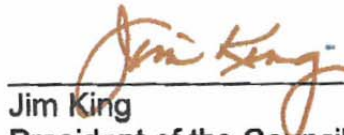
RESOLUTION ADOPTING NATIONAL INCIDENT MANAGEMENT PLAN

SECTION I: The Council adopts the National Response Plan and the National Incident Management System based on Homeland Security Presidential Directive-5 requiring certain revisions and amendments be incorporated within Louisville Metro Government.

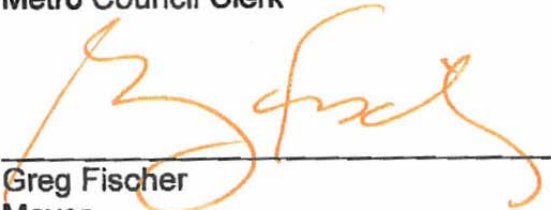
SECTION II: This Resolution shall take effect upon its passage and approval.



H. Stephen Ott
Metro Council Clerk



Jim King
President of the Council



Greg Fischer
Mayor

10/14/14
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
ADOPTED
October 9, 2014

BY: 

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.

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“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 authority for all emergency management program activities within the 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.

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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.

A. METHOD OF REQUEST FOR MUTUAL AID AND 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.



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2. The local emergency management agency shall then contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 3. **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.



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- 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 indicating acceptance of a request shall contain the following information:

- A. In response to the items contained in the request, a description of the personnel, equipment and other resources available; and
- B. 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); and
- 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 (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.





