

## ARTICLE I – PURPOSE

The compact is made and entered into by and between the participating Member Kentucky Housing Authorities which enact this compact, hereinafter called member authority.

The purpose of this compact is to provide for mutual assistance between the member authority entering into this compact in managing any emergency or disaster that is duly declared by the executive director or the affected housing authority(s), whether arising from natural disaster, technological hazard, or man-made disaster.

The participating member authority shall endeavor, in good faith, to comply with the terms of this Compact. However, this Compact shall not be construed as a binding obligation of any of the participating member housing authorities to provide aid. The failure to provide any aid contemplated under this Compact shall not result in any claims against the member electing not to extend such aid.

This compact shall also provide for mutual cooperation in emergency-related exercises, testing or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party housing authorities during emergencies, such actions occurring outside actual declared emergency periods.

## ARTICLE II – GENERAL IMPLEMENTATION

Each member authority entering into this compact recognizes many emergencies transcend operational boundaries and that inter-authority coordination is essential in managing these and other emergencies under this compact. Each member authority further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any; individual member authorities have all the resources they may need in all types of emergencies or the capability of delivering resources to where the emergency(s) exist. The prompt, full, and effective utilization of resources of the participating member authorities, including any resources on hand or available from other source(s), that are essential to the safety, care and welfare of the property and residents in the event of any emergency or disaster declared by a party housing authority, shall be the underlying principle on which all articles of this compact shall be understood.

The legally designated member authority official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-authority mutual aid plans and procedures necessary to implement this compact.

The inter-authority mutual aid plans and procedures necessary to implement this Compact, as created by the designated official, shall be approved and ratified by each participating member authority. The ratification shall be in writing. The plans and procedures shall further provide for periodic meetings of the participating members. All

actions taken by the Compact shall be approved by a majority of the participating members. Any participating members shall have the right to withdraw from this Compact at any time by providing written notice to the Designated Housing Authority Official and to all other participating members

### ARTICLE III – PARTY HOUSING AUTHORITY RESPONSIBILITIES

- A. It shall be the responsibility of each member authority to formulate procedural plans and programs for inter-authority cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party housing authority, insofar as practical, shall:
1. Review individual hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party housing authorities might jointly suffer, whether due to natural disaster, technological hazard, and man-made disaster, of emergency aspects of resource shortages.
  2. Review party housing authorities' individual emergency plans and develop a plan which will determine the mechanism for the inter-authority management and provision of assistance concerning potential emergencies.
  3. Develop inter-authority procedures to fill identified gaps and to resolve identified inconsistencies or overlaps in existing or developed plans
  4. Protect and assure, to the extent possible, uninterrupted delivery of services and resources both human and material,
  5. Inventory and set procedures for the inter-state loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.
  6. Provide to the extent authorized by law, ordinance and regulation for the temporary suspension of any policies that might restrict the implementation of the above responsibilities.
- B. The Authorized Representative of a member authority may request assistance of another member authority by contacting the Executive Director or their designee of that member authority. The provisions of this agreement shall only apply to requests for assistance made by and to Executive Directors or their designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:
1. A description of the emergency for which assistance is needed.
  2. The amount and type of personnel, equipment materials and supplies needed and a reasonable estimate of the length of time they will be needed.
  3. The specific response and specific place and time for staging of the assisting party's response and a point of contact at that location.

- C. There shall be frequent consultation between housing authority officials who have assigned emergency management responsibilities and other appropriate representatives of the party housing authorities with affected housing authorities and governmental entities, with free exchange of information, plans and resource records relating to emergency capabilities.

#### ARTICLE IV – LIMITATIONS

Any member authority requested to render mutual aid or conduct services and training for mutual aid shall endeavor, in good faith, to take such action as is necessary to provide and make available the resources covered by this Compact in accordance with the terms hereof; subject to the right of the member authority to withhold resources to the extent necessary to provide for the needs of the member authority

Emergency forces provided by member authority will continue under the command and control of the member authority providing the aid. Operational control of the emergency event will rest with the member authority declaring the emergency and receiving assistance

#### ARTICLE V – LIABILITY

No member authority rendering aid to another member pursuant to this Compact shall be liable to the requesting member authority on account of any act or omission in good faith on the part of the member supplying aid, while so engaged or on account of the aid rendered. Good faith in this article shall not include willful misconduct, gross negligence or recklessness

#### ARTICLE VI – SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more member authorities may differ from that among the member authorities, that are party hereto, this instrument contains elements of a broad base common to all housing authorities and nothing herein contained shall preclude any member authority from entering into supplementary agreements with another member authority or affect any other agreements already in force between member authorities.

#### ARTICLE VII – REIMBURSEMENT

Any member authority rendering aid in another member authority pursuant to this compact shall be reimbursed by the member authority receiving such aid for any loss or damage to or expensed incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding member authority may assume in whole or in part such loss, damage, expense or other cost, or may loan such equipment or donate such services to the receiving member authority without charge or cost; and provided further,

that any two or more member authorities may enter into supplementary agreements establishing a different allocation of costs amount those member authorities

#### ARTICLE VIII – IMPLEMENTATION

- A. This compact shall become operative immediately upon its acceptance by any two member authorities; thereafter, this compact shall become effective as to any other member authority upon its acceptance by such member authority
- B. Any member authority may withdraw from this Compact by enacting a resolution repealing the same, but no such withdrawal shall take effect until 30 days after the executive director of the withdrawing member authority has given notice in writing of such withdrawal to the executive directors of all other member authorities. Such action shall not relieve the withdrawing member authority from obligations assumed hereunder prior to the effective date of withdrawal.
- C. Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the member authorities and with any other local, state or federal agency that may be required.

#### ARTICLE IX – VALIDITY

This compact shall be construed to effectuate the purpose stated in Article I hereof. If any provision of this compact is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Compact and the applicability thereof to another persons and circumstances shall not be affected thereby.