

INTERLOCAL AGREEMENT
FOR AUTOMATIC/ MUTUAL FIRE SERVICES AID

THIS INTERLOCAL AGREEMENT made and entered in this _____ day of _____, by and between the City of Paducah, a city of the second class of the Commonwealth of Kentucky, (the “City”) and the undersigned fire protection districts, all created pursuant to KRS § 65.182 (the “Districts”) establishing a automatic/mutual aid agreement in the event of a fire or rescue emergency.

WITNESSETH:

WHEREAS, the City and the Districts are all located within McCracken County, Kentucky (the “County”); and

WHEREAS, the parties hereto desire to coordinate automatic/mutual aid with all other parties in their respective jurisdictions; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in the Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Requirements of Interlocal Agreement. This is an Interlocal Cooperative Agreement by and between the City and each of the Districts entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is as set forth in Section 2, *Purpose*. Its duration is as set forth in Section 3, *Duration*. Its method of Termination is set forth in Section 4, *Termination*. Its manner of administration is set forth in Section 5, *Administration*. No party to this Agreement shall be required to pay compensation to any other party for services rendered hereunder. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon a complete or partial termination of this Agreement.

2. Purpose. Pursuant to the Interlocal Cooperation Act, KRS 65.210 *et seq.*, the City and the Districts hereby enter into this Agreement to coordinate automatic/mutual aid with all other parties in their respective jurisdictions in order to maximize the fire suppression effectiveness of equipment and personnel resources of all parties hereto and to protect the lives and property of the citizens in the parties respective jurisdictions. This Agreement will govern the responsibilities of parties within whose jurisdiction an alarm occurs (“Jurisdictional Parties”) and those parties responding to an alarm outside their jurisdiction (“Non-jurisdictional Parties”).

3. Duration. This Agreement shall remain in full force and effect for a period beginning on the Effective Date of this Agreement and ending on May 1, 2012. Unless notice of termination is given at least ninety (90) days before May 1, 2012, this Agreement shall automatically renew for an unlimited number of successive one (1) year renewal terms.

4. Termination. Any provision herein to the contrary notwithstanding, the City or any of the Districts may terminate this Agreement with or without cause by providing written notice to the other party at least ninety (90) days prior to the date of termination. Any notice of termination or non-renewal given by one party shall in no way affect the agreement among the remaining parties to this Agreement.

5. Administration. This Agreement shall be administered jointly by the Fire Chiefs of the respective parties.

6. Definitions.

Automatic Aid is aid from Non-jurisdictional Parties which is automatically dispatched by the Paducah-McCracken County Emergency Communication Center (“E-911”) upon receiving the initial alarm.

General Alarm is a county-wide alarm to which all the Districts but not the City shall respond.

Jurisdictional Party is a party within whose jurisdiction a fire occurs.

Mutual Aid is aid from Non-jurisdictional Parties, which is dispatched by E-911 only upon request by the Jurisdictional Party after dispatch of resources of the Jurisdictional Party. All aid furnished by and between all parties will be Mutual Aid unless otherwise agreed in writing.

Non-jurisdictional Party is a party responding to an alarm outside its jurisdiction.

Target Hazard is the selected buildings, groups of building or facilities which when substantially involved in a fire require more fire suppression resources than can be provided by the Jurisdictional Party.

7. Identification of Target Hazards.

a. All parties shall identify selected Target Hazards within their respective jurisdictions for which Automatic Aid is desired.

b. Each party shall furnish to all other parties a list of the Target Hazards for which Automatic Aid is desired and shall specifically identify the extent of aid that is requested for each Target Hazard.

c. Each party shall furnish to E-911 a copy of the list of Target Hazards and the type of aid requested for input into E-911’s data bank. E-911 computers shall identify selected Target Hazards and the extent of Automatic Aid desired for such Target Hazard.

8. Target Hazard Dispatch/ Response Procedure.

a. Responsible Parties. Initial response to a structural fire at the location of a Target Hazard in the County shall be in the form of a county-wide General alarm to which all the Districts but not the City shall respond. No Non-jurisdictional Party shall respond to a Target Hazard within the City's jurisdiction unless requested in the form of Mutual Aid. The City may request Mutual Aid from all non-jurisdictional parties in the form of a county-wide General Alarm.

b. Dispatch Procedure. When a structural fire occurs at the location of a Target Hazard in the County and the E-911 screen shows a General Alarm, the E-911 dispatcher shall set off the tones for all the Districts beginning with the Jurisdictional Party. The dispatcher shall announce a General Alarm for the Target Hazard involved by name and give the address three (3) times. In addition to setting off the tones for the Districts, the E-911 dispatcher shall notify the City of the incident that is occurring in the County for informational purposes. The City shall not respond unless requested in the form of Mutual Aid. When a structure fire occurs at the location of a Target Hazard in the City, the E-911 dispatcher shall not dispatch any non-jurisdictional parties but shall notify the non-jurisdictional parties of the incident for informational purposes.

c. Units to Respond. Upon receiving a General Alarm, the Jurisdictional Party shall respond all available units. Parties providing Automatic Aid shall respond to a General Alarm with two (2) units each toward the involved Target Hazard. Because all parties have multiple units, there shall be no need for moving up for station coverage except to the Jurisdictional Party's station. Stations providing Automatic Aid shall retain enough units and manpower to cover their respective coverage areas. Districts having aerial apparatus shall respond to a General Alarm with at least one aerial apparatus as one of the two (2) units such party is required to provide as Automatic Aid. Additional and/or special apparatus may be requested by the Jurisdictional Party on a case-by-case basis as Mutual Aid. Additional and/or special apparatus needed by the Districts from the City shall be requested on a case-by-case basis as Mutual Aid.

d. Upon receiving a City-wide General Alarm, the City shall first respond all available units. If able, the City shall also call back its own personnel to ensure the use of its own resources prior to requesting Mutual Aid. If an emergency is of such a magnitude that immediate assistance is needed or a specific resource is needed, the City may request Mutual Aid immediately. In the event of such an emergency or need for a specific resource, the Districts from whom Mutual Aid is sought shall respond to the request with two (2) units each, if available. A District may refuse to provide Mutual Aid if necessary to retain enough resources in its jurisdiction. A District with an aerial apparatus shall respond to a Mutual Aid request from the City with at least one aerial apparatus as one of the two (2) units that it is obligated to provide. Additional and/or special apparatus needed by the City from a District shall be requested on a case-by-case basis as Mutual Aid.

9. Structural Fire Dispatch/ Response Procedure.

a. Responsible Parties. Initial response to Reported or known structural fires outside of the City's jurisdiction shall be Automatic Aid in the form of an alarm to the Jurisdictional Party and closest adjoining Non-jurisdictional Party, as determined by reference to the McCracken County Fire Automatic Aid Map on file at Paducah-McCracken County 911; provided however, that Concord Fire Protection District requires the two (2) closest adjoining Non-jurisdictional Parties respond to its non-hydrant territory as defined on the McCracken County Fire Automatic

Aid Map. No other Non-jurisdictional Party shall respond unless requested in the form of Mutual Aid.

b. Dispatch Procedure. When a reported or known structural fire occurs at a location in the County, the E-911 dispatcher shall set off the tones beginning with the Jurisdictional Party and then the closest Non-jurisdictional Party. The dispatcher shall announce the location for the reported or known structural fire involved by name and give the address three (3) times.

c. Units to Respond. Upon receiving the Alarm, the Jurisdictional Party shall respond all available units. Parties providing Automatic Aid shall respond to the Alarm with one (1) unit toward the involved reported or known structural fire. Jurisdictions providing Automatic Aid shall retain enough units and manpower to cover their respective coverage areas. Districts having aerial apparatus shall respond to an Automatic Aid Alarm with an aerial apparatus as the unit such party is required to provide. Additional and/or special apparatus may be requested by the Jurisdictional Party on a case-by-case basis as Mutual Aid. Additional and/or special apparatus needed by the Districts from the City shall be requested on a case-by-case basis as Mutual Aid.

10. Mutual Aid Requests. Any party may request Mutual Aid in any form from any other party through use of the E-911 system. Mutual Aid shall be provided subject to the limitations contained in Section 12 below. Mutual aid may be requested for any response event, including but not limited to a fire, rescue, spill or natural disaster. Mutual Aid may ask for additional alarms or specifically identified equipment or personnel resources.

11. Command.

a. The Commanding Officer of the Jurisdictional Party shall be considered the Incident Commander and shall implement the incident command system for the response.

b. The Commanding Officer of the Jurisdictional Party shall stage a minimum of one pumper from any arriving Automatic Aid response at the command station or at another strategic location for response within his jurisdiction. The Automatic Aid pumper may be relieved by a Mutual Aid pumper if desired.

12. Limitations. No Department shall be placed in a position by this agreement where its district/jurisdiction is unprotected. Additional Mutual Aid may be called upon to ensure adequate coverage before responding. This agreement does not prohibit any additional mutual or automatic aid response between individual departments or from outside the County.

13. Liability-Indemnification. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of any party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties outside their respective jurisdictions pursuant to this Agreement. The parties hereto, their respective officers and employees, shall be deemed not to assume any liability for the acts, omissions, and negligence of any other party. Except as otherwise provided, all liability for injury to personnel,

and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment, and all parties shall carry sufficient insurance to cover all such liabilities. The cost of fuel and other expendable supplies shall be borne by the party incurring them. All compensation for personnel shall be borne by the party employing such personnel. All parties shall be held harmless against any and all third-party claims for bodily injury, sickness, disease, personal injury or death or damage to property or loss of use resulting from, arising out of this Agreement, or any, service provided by the other parties pursuant to this Agreement. All parties expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with applicable law.

14. Costs for Responding in Event of Federal Property. When responding, on property owned by the Federal Government, replacement of lost property due to damages may be collected from the Federal Emergency Management Agency (FEMA) per Federal Law.

15. Miscellaneous Provisions.

(a). This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, presentations and understandings are merged herein.

(b). This Agreement shall not be modified or altered, except by written amendment approved by all parties hereto.

(c). Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally (which includes notices given by messenger) or, if delivered by U.S. mail.

(d). The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky.

(e). Any term or provision of this Agreement, which is invalid or unenforceable by virtue of any statute, ordinance, court order, court ruling, final administrative order or otherwise, shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

(f). Each party binds itself, its successors, assigns and legal representatives to the other parties with respect to all covenants, agreements and obligations contained in this Agreement. No party shall assign this Agreement or any rights or obligations hereunder.

(g). No action or failure to act by any party will constitute a waiver of any right or duty of such party under this Agreement, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

16. Effective Date. This Agreement shall be effective on the date when this Agreement is executed by all undersigned parties after the approval by governing body of each.

IN WITNESS WHEREOF the parties hereto have set their hands on the date below written.

CITY OF PADUCAH, KENTUCKY

CONCORD FIRE PROTECTION DISTRICT

By _____
William Paxton, Mayor

By _____
Bob McGowan, Fire Chief

Date _____

Date _____

REIDLAND-FARLEY FIRE DISTRICT

HENDRON FIRE DISTRICT

By _____
Rick Archer, Fire Chief

By _____
Steve Hayden, Fire Chief

Date _____

Date _____

LONE OAK FIRE DISTRICT

WEST McCracken FIRE DISTRICT

By _____
Larry Freeman, Fire Chief

By _____
Donald Elrod, Fire Chief

Date _____

Date _____

BARKLEY REGIONAL AIRPORT AUTHORITY

By _____
Richard Roof, Director

MELBER-NEW HOPE FIRE PROTECTION DISTRICT

By _____
Danny Thurston, Chairman

This instrument was prepared by:

DENTON & KEULER, LLP
P.O. BOX 929
PADUCAH KY 42002-0929