

**INTERLOCAL AGREEMENT  
FOR FIRE AND RESCUE SERVICES**

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 Concord Fire Protection District, a fire protection district created pursuant to KRS § 65.182 (the “District”), establishing an automatic aid agreement in the event of a fire or rescue emergency.

WITNESSETH:

WHEREAS, the City and the District have adjacent boundaries within McCracken County, Kentucky; and

WHEREAS, the parties hereto desire to coordinate a joint response in the event of an emergency incident that endangers life or property in the area of Interstate 24 from Exit 3 west across the Ohio River Bridge to the Illinois State Line and on Highway 45 North from Estelle Street across the Brookport Bridge to the Illinois State Line within McCracken County’s boundaries; 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 between the City and the District 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*. Its manner of financing and of establishing and maintaining a budget therefore is set forth in Section 6, *Compensation*. 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 District hereby enter into this Agreement to coordinate a joint response in the event of an emergency incident that endangers life or property in the area of Interstate 24 from Exit 3 west across the Ohio River Bridge to the Illinois State Line and on Highway 45 North from Estelle Street across the Brookport Bridge to the Illinois State Line within McCracken County’s boundaries.

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 August 1, 2011. Unless notice of termination is given at least ninety (90) days before August 1, 2011, 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 the District 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.

5. Administration. This Agreement shall be administered jointly by the Chief of the City of Paducah Fire Department (the "City Fire Chief") and the Chief of the Concord Fire Protection District (the "District Fire Chief").

6. Compensation. No party to this Agreement shall be required to pay compensation to any other party for services rendered hereunder.

7. Scope. This Agreement shall apply to all emergency incidents that endanger life or property in the area of Interstate 24 from Exit 3 west across the Ohio River Bridge to the Illinois State Line and on Highway 45 North from Estelle Street across the Brookport Bridge to the Illinois State Line within McCracken County's boundaries. The scope of this Agreement is subject to the additional following provisions:

(a) Natural Disaster Response. This Agreement is intended to cover day-to-day, automatic aid fire and rescue operations, but shall also apply during a state of natural disaster. The occurrence of a natural disaster in a party's jurisdiction may relieve such party of any obligation to respond to an emergency incident under this Agreement.

(b) Major Disaster Response Outside Jurisdiction. This Agreement shall not affect any party's ability to provide or utilize mutual aid outside McCracken County or major disaster assistance through the Statewide Mutual Aid System.

8. Obligation to Respond. The City Fire Chief and the District Fire Chief shall develop and enter into an alarm dispatch protocol for the area described in Section 7. Unless such alarm dispatch protocol provides otherwise, in the event of an emergency incident that endangers life or property in the area described in Section 7, the party with the closest available apparatus shall respond to such incident. Any obligation to respond shall be subject to the following provisions:

(a) Party in Whose Jurisdiction Incident Occurs. In all cases, the party in whose jurisdiction the incident occurs will send appropriate response units to the incident regardless of the response of any other party.

(b) Party Responding Outside Jurisdiction. The City Fire Chief in the case of the City, or the District Fire Chief in the case of the District, shall have final and conclusive as to the level of service and standards of performance as well as the amount of equipment and personnel dispatched by such Chief's respective party to an incident outside of such party's jurisdiction. The obligation of a party responding outside its jurisdiction is subject to the following additional limitations:

(i) The City Fire Chief and the District Fire Chief or their authorized representatives shall have the responsibility to coordinate alarm assignments to

ensure that reasonable company distribution remains in the jurisdiction of the party responding outside of its jurisdiction.

(ii) No obligation exists to provide automatic aid where when doing so seriously jeopardizes the assisting City/District's emergency service status as determined by the Fire chiefs.

(iii) In the event that the party responding outside its jurisdiction becomes aware of an emergency within its jurisdiction, such party may, upon coordination with the ranking Commanding Officer, recall whatever equipment and personnel as may be needed to respond to such emergency within its jurisdiction.

(c) No party to this Agreement or any of its officers or employee shall perform any function or service not within the scope of the duties of such party, officer, or employee in performing the same kind of services within their jurisdiction.

9. Command. The highest ranking officer of the party that first arrives at an incident will establish command (the "Incident Commander") and will manage the incident until either relieved by an officer of the party in whose jurisdiction the incident occurred or the Incident Commander determines that the incident no longer requires the assistance of the responding entity, whichever occurs first. All responding parties shall follow the orders and directions of the Incident Commander. However, rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel of each party shall remain with the respective officers of each party.

10. Records Management. Each party shall be responsible for maintaining its own records management. Upon request, a party to this Agreement holding records relating to another party's response to an incident shall release such records to such requesting party.

11. Agreement Does Not Abrogate Duties Inside Jurisdiction. This Agreement does not relieve any party from its obligation to provide adequate emergency services, structural fire suppression, rescue or other emergency response capability within its own jurisdiction. Each party agrees that it shall use reasonable diligence to keep firefighting and emergency equipment in its possession up to the minimum standard recommended by the Insurance Services Offices and State of Kentucky for cities/counties of comparable size during the times this Agreement is in effect.

12. Disputes. Disputes or disagreements as to the level of services and standards of performance required of either party shall be reported to both the City Fire Chief and the District Fire Chief. Any party to this Agreement determining that any response or lack of response by another party is a concern or violation of this Agreement shall communicate such complaint to the attention of the Fire Chief of the offending jurisdiction for resolution. If the dispute cannot be resolved to mutual satisfaction of the parties, the offended party may bring the responses to the attention of the City Commission and Fire District Board of Directors for resolution before the end of the fiscal year, or negotiate reasonable compensation in the form of other in-kind services to maintain this Agreement in full force and effect.

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 other 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 extra-territorially 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 the 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. Either party shall be held harmless against any and all 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 party pursuant to this Agreement. Both the City of Paducah and Concord Fire Protection District expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with applicable law.

14. 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. Any notices delivered hereunder shall be to the City Fire Chief, in the case of the City or the District Fire Chief, in the case of the District.

(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). The City and the District each binds itself, its successors, assigns and legal representatives to the other party with respect to all covenants, agreements and obligations

contained in this Agreement. The City and the District shall not assign the Agreement or any rights or obligations hereunder.

(g). No action or failure to act by the City or the District will constitute a waiver of any right or duty of the City or District 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 the City and the District 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 \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010, by William F. Paxton III, Mayor of the City of Paducah, Kentucky, on behalf of the City.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large, Kentucky

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010, by Bob McGowan, Fire Chief of Concord Fire Protection District, on behalf of said District.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large, Kentucky

This instrument was prepared by:

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DENTON & KEULER, LLP  
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