

ORDINANCE NO. 310.23

ORDINANCE APPROVING AN AUTOMATIC AID AGREEMENT BETWEEN THE PLANO FIRE DEPARTMENT AND THE FRANKLIN-SIMPSON FIRE RESCUE ESTABLISHING PROTOCOLS FOR THE PLANO FIRE DEPARTMENT TO BE THE PRIMARY RESPONSE AGENCY FOR A PORTION OF SIMPSON COUNTY THAT IS WITHIN A FIVE (5) MILE RADIUS OF THE PLANO FIRE DEPARTMENT STATION.

WHEREAS, the Fire District(s) are to enter into this agreement for the purpose carrying out their automatic aid fire suppression responsibilities; AND

WHEREAS, the Fire District(s) wish to cooperate with each other in providing fire protection and suppression in their respective service areas, consistent with the terms and conditions set forth herein.

THEREFORE, be it hereby ordered by the Fiscal Court of Simpson county, Kentucky, that it approves of the entering of an automatic aid agreement between the Plano Fire Department and the Franklin-Simpson Fire Rescue establishing protocols for the Plano Fire Department to be the primary response agency for a portion of Simpson County that is within a five (5) mile radius of the Plano Fire Department Station.

IT IS FURTHER ORDERED that the Chief of the Franklin-Simpson Fire Rescue and the County Judge Executive are hereby authorized to execute said automatic aid agreement.

September 4, 2018

FIRST READING

November 5, 2018

SECOND READING

At a meeting of the Fiscal Court of the County of Simpson, Kentucky, held on November 5, 2018, on motion made by Marty Chandler and seconded by Larry Randolph, the foregoing ordinance was adopted, after full discussion, by the following vote:


<u>Yes</u>	Marty Chandler
<u>Yes</u>	Bobby Bush
<u>Yes</u>	Larry Randolph
<u>Yes</u>	Blake Tarpley
<u>Yes</u>	Jamie Spears

APPROVED BY:



Jamie Spears, County Judge Executive

ATTEST:



Pam Rohrs, Clerk
Simpson County Fiscal Court

PLANO FIRE DEPARTMENT AUTOMATIC AID AGREEMENT

This automatic aid agreement made effective as set forth to enter into such agreement by and between the Plano Fire Department and the Franklin Simpson Fire Rescue.

Recitals

WHEREAS, the Fire District(s) are to enter into this agreement for the purpose of carrying out their automatic aid fire suppression responsibilities; and

WHEREAS, the Fire District(s) wish to cooperate with each other in providing fire protection and suppression in their respective service areas, consistent with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

Covenants

Section 1: Response to Calls

Response Units, as determined by the Warren County Fire chief's Association, have been established by written procedure and protocol through the CAD System and are used by the Fire Dispatcher to identify which district responds to the emergency call(s) with regard to the location of the emergency. This procedure is written into the corresponding "run cards" to identify the closest automatic aid fire district to respond with the initial requesting fire district. This specifically applies to all structures within five (5) road miles of the Plano Fire District Station.

Nothing in this agreement shall be held as to require any party to the agreement to provide assistance to another if such parties are currently operating in an emergency status, and neither party is in any way liable to the other or to any other person, firm, or corporation for failure to give assistance during this time.

First Alarm Responses:

Incidents involving reported structural fires according to this automatic aid agreement will involve a minimum of one (1) Engine, one (1) Tanker and four (4) firefighters from each of the automatic aid districts for the incident address. the Fire Chief or his/her representative may require an Engine and four (4) firefighters only response when hydrants are the primary water source of the response location which will be noted over the radio to the two responding automatic aid districts before they are en route. When a structure is over three (3) stories, a ladder or tower truck will also be requested on the initial response.

Section 2: Procedure, Protocol and Systems

The Fire Districts have developed, maintain, share, and jointly participate in a common set of operational procedures and protocol based upon the Warren County Fire Chief's Association's

incident command system. The development of each fire district's manpower and equipment procedures and protocol shall be by joint effort.

However, it is understood and agreed that the assisting units shall work under the sole direction of the Fire Chief or other authorized person directing the emergency operation for the department requesting assistance.

This agreement shall conform to the standards of Dispatching which will be conducted by the Bowling Green Warren County Dispatch (911 Center) and KSP Post #3 Dispatch Center.

Section 3: Training

The parties shall jointly participate in a common set of training procedures for all areas of operations and train within the scope of each Fire District's by-laws and standard operating guidelines.

Development of the training standards shall be by joint effort of all parties to this agreement through the Warren County Fire Chief's Association.

Section 4: Records and Reports

The Fire Districts shall at all times maintain an incident reporting system and make available any report, records, training, or data required by any party to this agreement.

Section 5: Hold Harmless Clause

The Fire Districts hereby agree to indemnify and hold harmless the other, their respective department, employees and agents from any and all claims, liabilities, expenses, or third party action as a result of the indemnifying party's negligence incurred pursuant to this agreement, whether said claims, liabilities, expenses, or third party action arises by act or omission of that party, their agents or employees, or whether by the acts or omissions of that party's subcontractors, agents, or employees.

Nothing herein shall be constructed as a waiver by any party of the right to bring an action for contribution against the other, or as against any third person or entity.

Section 6: Application of Agreement

The terms of this agreement shall apply 24 hours and day, 365 days of the year.

Section 7: Duration

This agreement shall be in effect as of the date of signing by each Fire District and will be filed with the Warren County Fiscal Court and the Simpson County Fiscal Court.

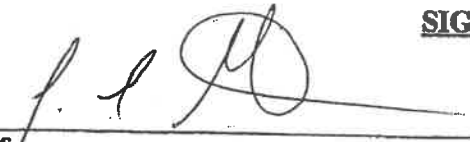
The initial term of this agreement is from the effective date until January 1, 2019. Thereafter, this agreement shall automatically renew for one (1) year terms unless terminated by any party.

Section 8: Termination


Any Fire District within the agreement, without cause, may terminate the agreement with 30 days written notice to all other parties to the agreement.

Notwithstanding any provision to the contrary, either party may cancel this agreement pursuant to the terms set forth.

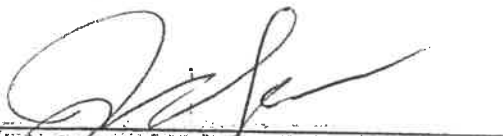
SIGNATURES




Chief
Franklin-Simpson Fire Rescue
Date:



Chief
Plano Fire Department
Date:



Jamie Spears, Judge Executive
Simpson County Fiscal Court
Date:



Michael Buchanan, Judge Executive
Warren County Fiscal Court
Date: