

**MUTUAL AID AGREEMENT**

This Agreement made and entered into this the 20<sup>th</sup> day of February 2014, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A, for and on behalf of its Division of Fire and Emergency Services, having offices located at 219 East Third Street, Lexington, Kentucky 40508 (herein referred to as "**Fire Department**") and **The Transit Authority of Lexington, KY**, (herein referred to as "**Lextran**", **Fayette County**, Kentucky and having an address of 109 West Loudon Avenue, Lexington, Kentucky 40508. The Fire Department and Lextran may sometimes be referred to individually as a "Party" or collectively as the "Parties."

**WHEREAS**, each of the Parties hereto has an interest in the sustainability of emergency services, and/or other emergency support; and

**WHEREAS**, each of the Parties owns and maintains equipment and retains personnel who are trained to provide various levels of assistance in a disaster where the normal procurement of fuel, diesel and gasoline, may be unavailable through the normal means of obtaining through commercial vendors for apparatus, equipment and/or other emergency support; and

**WHEREAS**, in the event of a disaster or other emergency, the Fire Department may need fuel from the other Party to this Agreement to provide fire suppression, emergency medical response services, rescue services, hazardous materials control, and/or other emergency support; and

**WHEREAS**, the facilities and fuel storage of Lextran are located in such a manner as to enable assistance to the other; and

**WHEREAS**, each of the Parties to this Agreement has determined that it is in the best interests of the public and each Party to set forth guidelines for providing assistance to each other in the case of a major disaster or other emergency; and

**WHEREFORE**, these Parties hereby consent and agree as follows:

1. The stated purpose of the Mutual Aid Agreement ("Agreement") is to provide emergency fuel supply to the Lexington Fire Department for control of fire, fire prevention, emergency response services, hazardous materials control, rescue services and/or other emergency support in the event of a fire, disaster or other emergency, where commercial fuel supplies are unavailable.
2. Each Party to this Agreement hereby agrees to provide assistance to the other upon formal request at any time during this Agreement until said Agreement is terminated in writing. All requests for mutual assistance hereunder shall be made by the Fire Chief of the Lexington Fire Department, or his duly designated nominee.
3. The Lexington Fire Department consents and agrees that when fuel is obtained from Lextran, reimbursement will be made for the total quantity at the rate in which Lextran purchased the fuel for.
4. A procedure shall be established to track the unit number, mileage, and gallons utilized by the Lexington Fire Department.
5. The pump key code "8888" shall be established to positively identify Fire Department Units receiving fuel at the Loudon Avenue facility that is different from any other unit fueling at the Lextran location.
6. The rendering of assistance under the terms of this Agreement shall not be mandatory but the Party receiving the request for assistance should immediately inform the requesting Party for any reason that assistance cannot be rendered.
7. Waiver of Claims and Hold Harmless: The Lexington Fire Department holds Lextran harmless for damage incurred to its vehicles during the fueling process or any other process utilizing Lextran facilities and/or equipment. Each Party shall be solely liable and responsible for any and all injury or damage to its own personnel and equipment, and for injury or damage to other persons or property arising from or caused by the acts or omissions of that Party arising from or caused by the acts or omissions of that Party while or otherwise providing assistance under the terms of this Agreement. Agreement shall defend and hold harmless the other Party and their officials and employees from and

against all claims and liability for loss, damage, injury, or death arising out of, or in any way connected with, the performance of this Agreement to the extent allowable by law each Party to this Agreement shall defend and hold harmless the other Party and their officials and employees from and against all claims and liability for loss, damage, injury, or death arising out of, or in any way connected with, the performance of this Agreement to the extent caused by any negligence on the part of the indemnifying Party, its officials or employees. To the extent that immunity does not apply, each Party shall bear the risk of its own actions, as it does with its day-to-day operations.

8. The Commanding Officers of the Parties may, from time to time, mutually establish pre-incident plans which shall indicate the location of fueling areas suitable for Lexington Fire Department Apparatus and equipment, to minimize risk to either party.
9. This Agreement constitutes the entire Agreement between these Parties and shall not be subject to modification, amendment or alteration unless done so in writing.
10. Either Party may terminate this Agreement by giving notice in writing to the Fire Chief or Chief Executive Officer of the other. Said notice shall specify an effective date of termination not less than ten days subsequent to the date said notice is deposited with the United States Postal Service, and said notice shall be sent by certified mail, return receipt requested.

IN WITNESS WHEREOF, the respective Parties have executed this Mutual Aid Agreement on the day and year first written above.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT (Lexington Fire Department)

Lexington Transit Authority  
(Lextran)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

COUNCIL CLERK