

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-29**

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF
AGREEMENT FOR MUTUAL AID FIRE SERVICE BETWEEN MADISON COUNTY
FISCAL COURT AND THE CITY OF BERE A**

WHEREAS, each party has the power, control and responsibility to provide fire and rescue services within their respective boundaries; and

WHEREAS, the Madison County Fire Department "County" and the City of Berea "City" wish to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and rescue; and

WHEREAS, the parties entering into this agreement agree to provide the following services if it is available by the providing agency; emergency services, including basic medical support, hazardous material containment and confinement, and special rescue events including vehicular collision extrication and water rescue, water recovery and trench, building, and confined space rescue; and

WHEREAS, mutual aid agreements ensure that citizens, regardless of their geographical location, receive quality first response in times of need.

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THE AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Larry Combs, seconded by John Tudor.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	
Magistrate Larry Combs	<u>X</u>	
Magistrate John Tudor	<u>X</u>	
Magistrate Roger Barger	<u>X</u>	
Magistrate Tom Botkin	<u>X</u>	

R-39
Reagan Taylor
Madison County Judge Executive

Attest:
Kenny Barger
Kenny Barger
Madison County Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE MADISON COUNTY FISCAL COURT
AND
THE CITY OF BEREA**

This agreement ("Agreement") entered into between the Madison County Fiscal Court/Madison County Fire Department "County" and the City of Berea/City of Berea Fire Department "City" to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and rescue.

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. On receipt of a 911 phone call to the Madison County Joint 911 Dispatch Center, County firefighting equipment and personnel of the requested entity will be dispatched when available to any point within the area for which the City normally provides fire protection as designated by the geographical boundaries.
2. On receipt of a 911 phone call to the Madison County Joint 911 Dispatch Center, City firefighting equipment and personnel of the requested entity will be dispatched when available to any point within the area for which the County normally provides fire protection as designated by the geographical boundaries.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting department, if, for any reason, assistance cannot be rendered.
4. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding agency.
 - b. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of the official.
 - c. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.
5. Each party hereby waives all claims against the other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement.

6. The chief fire officers and personnel of the fire departments of both parties are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours to jointly conduct pre-fire planning inspection drills.

7. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

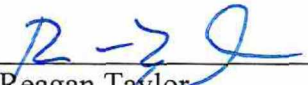
8. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

9. All parties entering into this agreement will ensure their departmental contact information is kept current with the other department.

10. This Agreement and any attachments/schedules constitutes the entire agreement between the parties and supersedes any prior agreements or understandings as to the subject matter herein. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

Dated this ____ **day of** _____, 2020.

MADISON COUNTY, KY



Reagan Taylor
Madison County Judge Executive

Attest:



County Clerk

Approved as to Form

Madison County Attorney

CITY OF BERE, KY

Bruce Fraley
Mayor, City of Berea

Attest:

City Clerk

Approved as to Form

Berea Corporation Counsel