

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-32**

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF
AGREEMENT FOR MUTUAL AID RESCUE SERVICE BETWEEN MADISON
COUNTY FISCAL COURT'S EMERGENCY MANAGEMENT AGENCY (EMA) AND
MADISON COUNTY FIRE DEPARTMENT WITH THE BEREA RESCUE SQUAD,
INC.**

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

WHEREAS, the Madison County Fire Department "Madison Fire" and Madison County Emergency "EMA" wish to partner with the Berea Rescue Squad, Inc. "Berea Rescue" to secure for each the benefits of mutual aid in rescue services; 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, and trench, building, and confined space rescue, and missing persons; 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 Tom Botkin, seconded by Roger Barger.

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-30
Reagan Taylor
Madison County Judge Executive

Attest:
Kenny Barger
Kenny Barger
Madison County Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE MADISON COUNTY FISCAL COURT/THE MADISON COUNTY FIRE
DEPARTMENT/MADISON COUNTY EMERGENCY MANAGEMENT ASSOCIATION
AND
THE BERE A RESCUE SQUAD, INC.**

This agreement ("Agreement") entered into between the Madison County Fiscal Court/Madison County Fire Department/Madison County Emergency Management Agency (EMA) "County" and the Berea Rescue Squad, Inc. "Rescue Squad" 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 Rescue Squad 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, rescue 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 dispatch; 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/rescue 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-rescue planning inspection drills.

7. The technical heads of the fire/rescue 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.

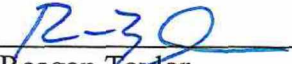
9. All parties entering into this agreement will ensure their departmental contact information is kept current with the other department.

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

BEREA RESCUE, INC.

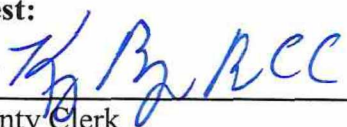


Reagan Taylor
Madison County Judge Executive

Mike Morrison
Chief, Berea Rescue Inc.

Attest:

Attest:



County Clerk

Notary Public