

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-38**

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COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 108 - 108

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF
AGREEMENT FOR FIRE SERVICE IN THE UNINCORPORATED AREAS OF
MADISON COUNTY BY THE CITY OF BEREAS FIRE DEPARTMENT**

WHEREAS, Madison County Fire and Rescue Department serves as the fire service for the unincorporated areas of Madison County; and

WHEREAS, the Madison County Fire Department "County" wishes to enter into a Memorandum of Agreement with the City of Bereas Fire Department "City" for fire service in a portion of unincorporated Madison County; and

WHEREAS, the City of Bereas is agreeable to providing said services for payment in the amount of \$68,0000; and

WHEREAS, this agreement will codify a historical arrangement between the County and the City ensuring citizens receive the same fire protection as they have the last 30 plus years.

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THE AGREEMENT WITH THE CITY OF BEREAS AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO EFFECT UPON SIGNATURE OF ALL PARTIES.

Motion made by Tom Botkin, 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>	_____

Attest:

R-Taylor
Reagan Taylor
Madison County Judge Executive

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 as of this _____ day of _____, 2020, by and between the Madison County Fiscal Court/Madison County Fire Department ("County") and the City of Berea ("City") to secure for each the benefits of fire service for the protection of life and property from fire.

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. For the purposes of this agreement, the area and its geographical boundaries referenced are outlined in Attachment 1 of this agreement.
2. On receipt of a 911 phone call to the Madison County Joint 911 Dispatch Center, City firefighting equipment and personnel will be dispatched as the primary responding agency to any point within the area for which this agreement covers; provided, however that this engagement is conditioned on the City not needing its personnel or equipment for use within city limits.
3. 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.
4. This Agreement shall be effective upon execution by each party and shall remain in full force and effect until terminated as set out hereafter. Payments shall be paid no later than August 1st of the 2020-2021 fiscal year, and on each August 1st during the term hereof. Both the City and the County acknowledge that their respective fiscal years run from July 1st through June 30th.
5. The County shall make payment to City for services based on total amount of \$68,000.00 in each succeeding fiscal year during which this agreement is effective.
6. This Agreement may be cancelled by either party upon 90 days notice of cancellation, in writing. Cancellation shall be effective at the expiration of 90 days following the date notice of cancellation is provided (hereinafter "Cancellation Date"). Notice of cancellation shall be accompanied by documentation from the cancelling entity establishing that it has appropriate authority to act.
 - a. In the event of cancellation prior to the end of County's fiscal year, County will be refunded a prorated amount for unused services from the Cancellation Date through the end of the fiscal year.
 - b. All facilities, vehicles, tools and other property utilized by City in carrying out its obligations set forth herein shall remain property of the City upon termination of this Agreement.
7. 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 ninety (90) days notice of said cancellation.

8. 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.

9. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

MADISON COUNTY, KY

CITY OF BERE, KY

Reagan Taylor
Madison County Judge Executive

Bruce Fraley
Mayor, City of Berea

Attest:

Attest:

County Clerk

City Clerk

Approved as to Form

Approved as to Form

Madison County Attorney

Berea Corporation Counsel

Attachment 1



