

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-25**

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COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 274 - 274

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF
AGREEMENT FOR MUTUAL AID FIRE SERVICE BETWEEN MADISON COUNTY
FISCAL COURT AND BLUE GRASS ARMY DEPOT (BGAD)**

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 Blue Grass Army Depot "BGAD" Fire Department wish to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and firefighting; 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, basic and advanced life support, hazardous material containment and confinement, and special rescue events including vehicular and water mishaps, and trench, building, and confined space extractions; and

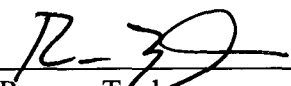
WHEREAS, the rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department, if for any reason, assistance cannot be rendered.

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.

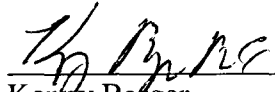
Motion made by John Tudor, seconded by Paul Reynolds.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	_____
Magistrate Paul Reynolds	<u>X</u>	_____
Magistrate John Tudor	<u>X</u>	_____
Magistrate Roger Barger	<u>X</u>	_____
Magistrate Tom Botkin	<u>X</u>	_____

Signed:


Reagan Taylor
Madison County Judge Executive

Attested:


Kenny Barger
Madison County Clerk

**DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT
MADISON COUNTY FIRE DEPARTMENT**

This agreement, entered into this 1st day of May 2021, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and Madison County, Kentucky is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting. 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, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

It is agreed that

a. On request to a representative of the Blue Grass Army Depot (BGAD) Fire Department by a representative of the Madison County Fire Department Dispatch Center, firefighting equipment and personnel of the BGAD Fire Department will be dispatched when available to any point within the area for which the Madison County Fire Department normally provides fire protection as designated by the representative of the Madison County Fire Department.

b. On request to a representative of the Joint 9-1-1 Dispatch Center by a representative of the BGAD Fire Department, firefighting equipment and personnel of the Madison County Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the BGAD Fire Department.

c. 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 department if, for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) 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 organization.

(2) 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.

(3) 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.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Madison County Fire Department normally provides fire protection, the Chief of the BGAD Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections and drills.

g. 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.

h. All equipment used by the Madison County Fire Department in carrying out this agreement will be owned by the Madison County Fire Department; and all personnel acting for the Madison County Fire Department under this agreement will be an employee or volunteer member of the Madison County Fire Department.

(1) 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.

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

This agreement supersedes all previous agreements.

For Madison County Fire Department

R-30 -

Reagan Taylor
County Judge Executive
Madison County

Tim Gray

Tim Gray
Fire Chief
Madison County

Stephen D. Dorris

Stephen D. Dorris
COL, LG
Commanding

Sean J. Brewer

Sean J. Brewer
Fire Chief
Blue Grass Army Depot