

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-46**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN
THE MADISON COUNTY FISCAL COURT/MADISON COUNTY FIRE
DEPARTMENT (MCFD) AND THE CLARK COUNTY FISCAL COURT/CLARK
COUNTY FIRE DEPARTMENT (CCFD) TO SECURE MUTUAL AID FIRE SERVICE**

WHEREAS, MCFD and CCFD wish to enter into a Memorandum of Agreement (MOA) to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and rescue; and

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

WHEREAS, both parties do hereby agree to the terms set forth in the attached MOA;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS MOA AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Hayden, seconded by Bath.

Vote:

Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

Reagan Taylor
Madison County Judge Executive

5-14-2024
Date

Attested:

Kenny Barger
Madison County Clerk

5-14-2024
Date

**MEMORANDUM OF AGREEMENT BETWEEN
THE MADISON COUNTY FISCAL COURT
AND
THE CLARK COUNTY FISCAL COURT**

This agreement ("Agreement") entered into between the Madison County Fiscal Court/Madison County Fire Department "MCFD" and the Clark County Fiscal Court/Clark County Fire Department "CCFD" 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, Madison County firefighting equipment and personnel of the requested entity will be dispatched when available to any point within the area for which Clark County normally provides fire protection as designated by the geographical boundaries.
2. On receipt of a 911 phone call to the Clark County 911 Dispatch Center, Clark County firefighting equipment and personnel of the requested entity will be dispatched when available to any point within the area for which Madison 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 26 day of April 2024.

MADISON COUNTY, KY



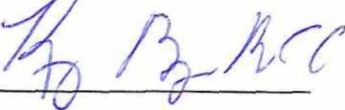
Madison County Judge Executive

CLARK COUNTY, KY



Clark County Judge Executive

Attest:



ATTEST: