

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is entered into by and among the City of Madison, Alabama, an Alabama municipal corporation (the “City”), and the Monrovia Volunteer Fire Department, an Alabama non-profit corporation (the “VFD”) (collectively, the “Party” or “Parties”) for the provision of firefighter services.

RECITALS

WHEREAS, pursuant to Section 11-43-141 of the *Code of Alabama* (1975), whenever the necessity arises during any emergency resulting from fire or other public disaster, the firefighters of any municipality may lawfully go or be sent beyond the corporate limits and police jurisdiction of such municipality to assist with meeting such emergency; and

WHEREAS, under Section 11-43-141 of the *Code of Alabama* (1975), the firefighters of any municipality acting beyond the corporate limits and police jurisdiction of such municipality shall have all the immunities from liability and exemptions from laws, ordinances, and regulations; and

WHEREAS, pursuant to Section 11-43-142 of the *Code of Alabama* (1975), a municipality may authorize its fire department to render aid in cases of fire occurring beyond their corporate limits and police jurisdiction, prescribe the conditions on which such aid may be rendered, and may enter into a contract or contracts with other municipalities, counties, or entities for rendering aid; and

WHEREAS, pursuant to Section 9-3-17 of the *Code of Alabama* (1975), a volunteer fire department protects the health, safety, and welfare of the public by providing fire protection to the citizens in its area; and

WHEREAS, the Parties are charged with the primary responsibility for carrying out firefighter duties and maintaining order within their respective jurisdictions; and

WHEREAS, both parties recognize that coordination among neighboring jurisdictions is essential for the protection of lives, property, and the environment, and that the use of such assistance between the parties may be the best means of prevention, response, and/or recovery from any emergency or disaster, whether manmade or natural; and

WHEREAS, the VFD desires to acquire the City’s assistance in responding to fire emergencies and high-risk, complex incidents in certain areas outside the City and within the VFD’s jurisdiction.

WITNESSETH

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Obligations. Upon notification by Madison County Fire Dispatch, the City agrees to dispatch the closest available engine with personnel to structure fires and high-risk, complex incidents within the following described areas: unincorporated areas south of Capshaw Road, east of Old Railroad Bed Road, and west of Hilliard Road. Similarly, upon request by the City, the VFD agrees to assist the City in responding to structure fires and high-risk incidents within the City's service area, within the capabilities and resources available to the VFD at the time such assistance is requested.

Each Party represents and warrants that its services shall be performed according to its own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

Each Party will endeavor to provide, as needed, fire protection support and heavy rescue services to the other Party within the capabilities available at the time the request for such support is made and within the terms of this Agreement. A Party may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area it serves, or if conditions are unfit and unsafe for personnel. In such event, the Fire Chief (or designated officer) of the responding Party shall advise the requesting Party whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.

2. Term. This Agreement shall become effective upon the date of the last approving signature and shall remain in effect for no more than three (3) years. The Parties may renew this Agreement for another term of not more than three (3) years on the same or amended terms by the same method by which this Agreement was adopted.

3. Privileges & Immunities. Each party will maintain primary and initial jurisdiction over its respective territory at all times. All personnel acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges and immunities in each other's jurisdiction.

4. Indemnification. Each party (each, the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (each, the "Indemnified Party"), along with the Indemnified Party's affiliates, officers, directors, employees, representatives, agents, and permitted assigns, from any and all losses, expenses (including reasonable attorney fees and court costs), damages, liability or claims (collectively, the "Claims") which may be asserted against the Indemnified Party that arises from, relates to or is attributable to any of the following: (1) any negligent act, omission, or conduct by any party or its officials, employees, agents, or representatives that arises from or relates to this Agreement; or (2) material breach of any of the terms of this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the matters addressed herein.

6. Termination. This Agreement may be terminated by any party without cause upon thirty (30) days written notice of such termination to the other Parties.

7. Assignment. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by the parties without the prior written consent of the parties.

8. Amendment. This Agreement may be modified or amended only by a written instrument, executed by a duly authorized representative of each of the parties to this Agreement.

9. Applicable Law. The Agreement shall be governed by the laws of the State of Alabama.

10. Independent Relationship. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

11. No Third-Party Beneficiaries. The Parties expressly acknowledge that this Agreement does not create or confer any rights or obligations in or upon any third person or entity. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

12. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Waiver. The failure of any of the Parties to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and ensure compliance with every provision of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

16. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**CITY OF MADISON, ALABAMA,
A municipal corporation**

Renaë Bartlett, Mayor

Attest:

Lisa D. Thomas, City Clerk-Treasurer

Brandy Williams, Fire Chief

Date: _____

**MONROVIA VOLUNTEER
FIRE DEPARTMENT
a municipal corporation**

Kris West, Fire Chief

Date: _____