

**KENTON COUNTY FISCAL COURT
KENTON COUNTY,
KENTUCKY, 41011**

RESOLUTION 20-29

**A RESOLUTION OF THE KENTON COUNTY FISCAL COURT AUTHORIZING
THE JUDGE/EXECUTIVE TO EXECUTE AN AFFILIATION AGREEMENT WITH
THE NORTHERN KENTUCKY HEALTH DEPARTMENT FOR SERVICES
PROVIDED BY THE NORTHERN KENTUCKY MEDICAL RESERVE CORPS
DURING CERTAIN EMERGENCIES**

WHEREAS, the Northern Kentucky Medical Reserve Corps (NKMRC) provides and organized means for medical, non-medical and public health volunteers to offer their skills and expertise during local/regional crises and throughout the year; and

WHEREAS, the Northern Kentucky Health Department manages and houses the NKMRC program which covers Boone, Campbell, Grant and Kenton Counties in Kentucky; and

WHEREAS, Steven Hensley, Director of the Kenton County Office of Homeland Security and Emergency Management, recommends execution of an Affiliation Agreement with the Northern Kentucky Health Department as a benefit for the citizens of Kenton County by providing increased response capacity and services during emergency situations.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Judge/Executive is authorized to execute an Affiliation Agreement with the Northern Kentucky Health Department for the coordination of response efforts in emergency situations and to provide NKMRC volunteers coverage under KRS 39C.1 10. Said Agreement shall be for a term of one year effective on the date signed.

Approved and adopted at a regular meeting of the Kenton County Fiscal Court on this 8th day of August, 2020.

Kris A. Knochelmann
Judge/Executive

ATTEST:

Fiscal Court Clerk

AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT ("Agreement") is by and between the Kenton County Fiscal Court, "Office of Homeland Security and Emergency Management", 303 Court Street, Covington, Kentucky 41011 and the Northern Kentucky Health Department, 610 Medical Village Drive, Edgewood, Kentucky 41017 ("Health Department").

RECITALS:

WHEREAS, the Northern Kentucky Medical Reserve Corps ("NKMRC") plays an integral role in the region's preparedness efforts and response strategies. The NKMRC provides an organized means for medical, non-medical and public health volunteers to offer their skills and expertise during local/ regional crisis and throughout the year. NKMRC volunteers can assist during large-scale emergencies, such as an influenza epidemic or an act of terrorism. MRC volunteers also work to strengthen the overall health and well-being of their communities. Possible utilization of volunteers may include, but not be limited to, response to natural or manmade disasters including support of emergency community shelters or staffing for public health response activities.

WHEREAS, the Health Department manages and houses the NKMRC program which covers the Kentucky counties of Boone, Campbell, Grant, and Kenton;

WHEREAS, Health Department desires to affiliate to benefit registered volunteers during emergency situations with worker's compensation coverage from the Kentucky Division of Emergency Management pursuant to KRS 39C. 110.

WHEREAS, the County desires to affiliate for the betterment of all citizens during an emergency situations because of increased response capacity and services.

NOW, THEREFORE, in consideration for the mutual and promises set forth herein, the parties agree as follows:

1. AFFILIATION. Subject to the terms and Conditions of this Agreement, the County, and Health Department agree to affiliate and coordinate efforts as detailed herein for the betterment of all citizens during emergency situations and to provide NKMRC volunteers coverage under KRS 39C 110.

2. RESPONSIBILITIES OF HEALTH DEPARTMENT. As part of this Agreement, the Health Department agrees to:

- a. Recruit and train Medical Reserve Corp ("MRC") volunteers for NKMRC;
- b. Maintain a current list of volunteers with qualifications and skills through the Kentucky Department of Public Health Volunteer Database;
- c. Credential MRC volunteers;
- d. Deploy MRC volunteers in emergency situations either as a unit or individuals, as deemed appropriate;
- e. Notify and coordinate with Emergency Management when volunteers are utilized; and
- f. In event MRC volunteer is utilized, provide Emergency Management with copies of signed KYIM Form 50 as soon as possible.

3. RESPONSIBILITIES OF COUNTY. As part of this Agreement, the County agrees to:

- a. Support the assignment of an incident number by Kentucky Office of Emergency Management prior To MRC volunteer deployment; and
- b. Receive a signed copy of KYEM Form 50 for every approved MRC volunteer and roster of volunteers being deployed as provided by Health Department.

4. DURATION AND TERMINATION. This Agreement shall Commence on the date signed. The Agreement shall remain in effect for one year.

5. ASSIGNMENT. This Agreement may not be assigned by either party. This Agreement is only for the benefit of the County and Health Department and the enforcement of it is limited to the parties. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

6. AMENDMENT. This Agreement may not be amended by any means other than a written agreement signed by the County and Health Department.

7. CAPTIONS AND HEADINGS. The captions and headings of the paragraphs and sub-paragraphs of this Intra-local Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

8. AMBIGUITIES. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly-for or against any party.

9. WAIVER. No consent to or waiver by either the County or Health Department of any breach or default of any provision of this Agreement: whether express or implied, shall constitute or be interpreted as **CONSENT** to, waiver of or excuse any subsequent breach or default of the same or any other provision of this Agreement.

10. SEVERABILITY. In the event that any one or more of the provisions of this Agreement, or any part of a provision, shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal valid and enforceable or this Agreement shall be reformed interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

11. NOTICES. All notices required by the provisions of this Agreement shall be in writing and mailed to the chief executive officer of the County or Health Department.

12. JURISDICTION AND VENUE. The Agreement shall be construed under the laws of the State of Kentucky. Each party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the County of Kenton, State of Kentucky having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the County of Kenton State of Kentucky. Each party waives any objection which it may have Now or hereafter as to the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit. Action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ Day of _____, 2020:

Health Department:

County:
