

## **MUNICIPAL ORDER 35-2019**

### **A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF OWENSBORO AND DAVIESS COUNTY, KENTUCKY FOR EMERGENCY MEDICAL AMBULANCE SERVICES AND ESTABLISHING AN AMBULANCE CONTRACTING AUTHORITY.**

**WHEREAS**, the City and County own a license to provide emergency medical ambulance service to the citizens of Owensboro and Daviess County; and

**WHEREAS**, the City and County have determined that the best interest and welfare of their respective citizens require them to enter into a Memorandum of Agreement establishing the “Ambulance Contracting Authority” or “ACA”; and

**WHEREAS**, this Memorandum of Agreement shall be utilized by the City and County until the Parties can fully study and establish a permanent ordinance repealing and replacing Daviess County Fiscal Court Ordinance No. 860.2 and City of Owensboro Ordinance 8-98.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor be, and he hereby is, authorized and directed to execute a Memorandum of Agreement by and between the City of Owensboro and Daviess County Fiscal Court establishing the “Ambulance Contracting Authority.” A copy of the Memorandum of Agreement is attached hereto.

**Section 2.** That the Mayor be, and he hereby is authorized and directed to execute any and all other agreements, instruments, or documents necessary and

appropriate to effectuate and implement emergency medical ambulance service to the citizens of Owensboro and Daviess County and a permanent ordinance establishing the Ambulance Contracting Authority.

**INTRODUCED, PUBLICLY READ, AND FINALLY APPROVED ON ONE READING,** this the 17th day of December, 2019.

---

Thomas H. Watson, Mayor

ATTEST:

---

Beth Cecil, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OWENSBORO  
AND DAVIESS COUNTY, KENTUCKY FOR EMERGENCY MEDICAL  
AMBULANCE SERVICES AND ESTABLISHING AN AMBULANCE  
CONTRACTING AUTHORITY**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement"), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF OWENSBORO, KENTUCKY, a City of the Home Rule Class under the laws of the Commonwealth of Kentucky, 101 East Fourth Street, P. O. Box 10003, Owensboro, Kentucky 42302-9003, ("CITY"), and THE COUNTY OF DAVIESS, KENTUCKY, a political subdivision of the Commonwealth of Kentucky, acting by and through Daviess Fiscal Court, 212 St. Ann Street, Owensboro, Kentucky 42303, ("COUNTY").

**RECITALS**

The City and County own a license to provide emergency medical ambulance service to the citizens of Owensboro and Daviess County.

The City and County determined that the best interest and welfare of their respective citizens require them to enter an agreement to terminate an existing Medical Control Authority and re-create an agency to monitor and regulate emergency ambulance service provided through the City and County's license, to provide a procedure for approving contracts for the exclusive emergency ambulance services contractor, and to provide use of the 9-1-1 emergency system for the emergency ambulance service contractor provider.

**NOW, THEREFORE**, in consideration of these premises the City and County agree as follows:

**Section 1. Purpose** City and County enter this agreement to establish an agency to (a) monitor and regulate emergency medical ambulance services, (b) provide a procedure to approve contracts for the emergency ambulance services provider and (c) allow the emergency ambulance service contractor use of the 9-1-1 emergency system.

**Section 2. Agency** By this Agreement, City and County create and establish an agency designated as the "Ambulance Contracting Authority" (the "ACA").

## A. Organization of ACA

- i. The ACA shall constitute a separate entity within the meaning of KRS 65.250.
- ii. Six (6) voting board members shall govern the ACA.
- iii. City shall appoint three (3) board members; one from the Owensboro Police Department; one from the Owensboro Fire Department and one member a city resident appointed by the Mayor.
- iv. County shall appoint three (3) board members; one from the Daviess County Sheriff's Office; one from the Daviess County Fire Department and one a resident of the county appointed by the Judge/Executive.
- v. The ACA Board shall include the following non-voting *ex officio* members:
  - a. The 911 Emergency Services Director;
  - b. The Owensboro City Attorney;
  - c. The Daviess County Attorney;
  - d. Medical Director of the Emergency Ambulance Service provider;
  - e. Employee of Owensboro Health Regional Hospital designated by the Emergency Department Director.
- vi. Additionally, the ACA Board may consult with members of the OHRH hospital staff, including but not limited to the Emergency Department Director; a representative of the Back-up Ambulance Service provider and any other medical or emergency medical service professional reasonable and necessary to facilitate the Board's recommendations.
- vii. The members of the ACA's initial board shall serve the following term:
  - a. Each Fire Department appointee shall serve a two (2) year term.

- b. Each Law Enforcement appointee shall serve a three (3) year term;
- c. Each resident appointee shall serve a four (4) year term;
- d. All initial terms on the ACA Board shall begin on January 1, 2020.
- e. Ex-officio members of the Board shall serve as long as they hold their respective positions.
- f. After the initial term the Board members shall each serve a term of four (4) years, but shall continue to serve until reappointed or replaced.
- viii. The ACA Board members shall select a member of the Board to serve as Chair of the meetings. The Chair shall serve a one-year term and may serve up to four (4) years as Chair.
- ix. The ACA Board shall meet at least four times per year but may meet as often as the Chair and Board determine necessary to complete the Board's duties.
- x. City and County shall each designate an administrative staff member to assist Chair in setting the agenda for each meeting, taking and transcribing meeting minutes, providing notice of time and place of meeting to members and the media, and serving as the point of contact for the Board.
- xi. City and County shall provide a meeting place for the Board.

#### **B. Authority and Powers**

- i. The City and the County authorize the ACA to monitor, review and regulate emergency medical ambulance services operating under the authority of the City and County's ambulance license.
- ii. The ACA may develop and negotiate the terms of the Emergency Medical Service and Ambulance Agreement (the "EMSAA") when directed by the City and County.

### **Section 3. Fiscal Agent**

a. The City, County, and ACA may designate a Fiscal Agent to receive and hold any funds, performance securities or penalties tendered by Contractor pursuant to the EMSAA.

b. The City and the County may direct the Fiscal Agent to provide an accounting of funds when requested by ACA, and City and/or County.

### **Section 4. Authority of City and County**

a. City and County vest the Ambulance Contracting Authority with the authority to manage and regulate the emergency ambulance services provided in Owensboro and Daviess County, including but not limited to, the establishment of the rates to be charged by the ambulance provider.

b. The City and the County may modify any term(s) of the contract for emergency medical ambulance services, but may accept or reject the entire contract negotiated by the ACA.

c. City and County intend to authorize ACA to negotiate the best terms of any agreement entered into by and between the City and the County and the ambulance provider.

### **Section 5. 9-1-1 Medical Provider**

For the purposes of KRS 65.750, etc. (Emergency Telephone Service), the City and the County designate its emergency medical ambulance provider as the emergency ambulance contractor operating pursuant to the EMSAA.

### **Section 6. Trade Name**

The ambulance contractor shall provide all services rendered pursuant to the EMSAA under the trade name "Owensboro-Daviess County Emergency Medical Services," which provider shall display prominently on all ambulances, equipment, and uniforms appropriate for providing the emergency ambulance service.

### **Section 7. Term**

This Agreement shall remain in full force and effect for so long as the City and the County maintain the license for ambulance services.

**Section 8. Further Acts and Deeds**

The Mayor and the County Judge/Executive are authorized and directed to sign and/or deliver any and all other documents, certificates, or instruments necessary or required to effectuate this Agreement.

**Section 9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

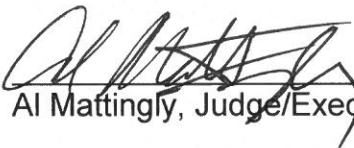
**Section 10. Severability**

If any provision of this Agreement is found unconstitutional or held to conflict with any applicable statute or rule of the City, County or Commonwealth or is otherwise held unenforceable; the invalidity of any such provision shall not affect any or all of the remaining provisions of this Agreement.

City of Owensboro

Daviess County, Kentucky

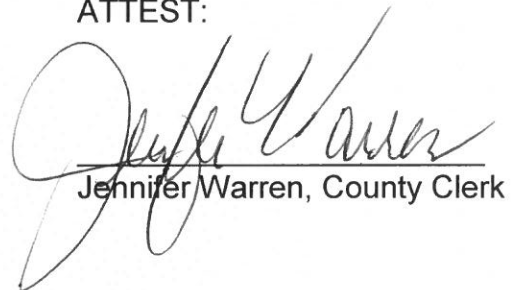
\_\_\_\_\_  
Tom H. Watson, Mayor

 12/5/19  
Al Mattingly, Judge/Executive

ATTEST:

ATTEST:

\_\_\_\_\_  
Beth Cecil, City Clerk

  
Jennifer Warren, County Clerk