

## **MUNICIPAL ORDER 44-2021**

### **A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF OWENSBORO THROUGH ITS OWENSBORO FIRE DEPARTMENT AND MERCY AMBULANCE OF EVANSVILLE, INC. d/b/a AMERICAN MEDICAL RESPONSE.**

**WHEREAS**, the City of Owensboro through its Owensboro Fire Department (OFD) desires to obtain an advanced life support license; and

**WHEREAS**, in order to obtain an advanced life support license OFD must partner with another licensed ambulance agency, and Mercy Ambulance of Evansville, Inc. d/b/a American Medical Response (AMR) is a licensed ambulance agency operating within Daviess County, Kentucky; and

**WHEREAS**, OFD seeks to enter into a Mutual Aid Agreement with AMR, setting forth the terms by which AMR will provide advanced life support non-transport first response assistance. A copy of the Mutual Aid Agreement is attached hereto.

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

**Section 1.** That the Mayor of the City of Owensboro, be, and he hereby is, authorized and directed to execute a Mutual Aid Agreement by and between OFD and AMR setting forth the terms for provision of advanced life support non-transport first response assistance.

**Section 2.** That the Mayor, City Manager, and appropriate staff members are hereby authorized to sign any and all other documents deemed necessary to the furtherance of the authority outlined herein.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE  
READING,** this the 14th day of December, 2021.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Davis, City Clerk

## MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF OWENSBORO**, through its Owensboro Fire Department, 101 East Fourth Street, P.O. Box 10003, Owensboro KY 42302-9003, a municipal corporation of the home rule class, (hereinafter "OFD") and **MERCY AMBULANCE OF EVANSVILLE, INC. d/b/a AMERICAN MEDICAL RESPONSE**, a foreign corporation having a principal office at 6363 S. Fiddlers Green Circle, Suite 1400, Greenwood Village, CO 80111(hereinafter "AMR"). OFD and AMR are each a "Party" and collectively "the Parties."

### WITNESSETH:

**WHEREAS**, OFD desires to obtain an advanced life support license and must partner with another licensed ambulance agency operating within Daviess County or contiguous counties; and

**WHEREAS**, AMR is an ambulance agency licensed in Kentucky and provides Class I advanced life support (ALS) to individuals suffering medical emergencies in Daviess County; and

**WHEREAS**, the Parties seek to establish in writing their respective obligations in providing response services to medical emergencies in Owensboro, Kentucky.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained, OFD and AMR agree as follows:

**Section 1. Assistance Provided.** OFD and AMR will provide advanced life support (ALS) first response assistance to the citizens and visitors within the corporate limits of the City of Owensboro, ensuring continued advanced life support (ALS) coverage

for the City of Owensboro. OFD will provide advanced life support (ALS) service in a non-transport role. AMR provides patient transportation to the Owensboro Health emergency department pursuant to contract with the City of Owensboro and Daviess County Fiscal Court.

**Section 2. Response Personnel.** The primary and secondary vehicles responding for OFD will both be staffed by paramedics. All OFD personnel have received minimum EMT training. Continuing education will be available through OFD and AMR on a regular schedule.

**Section 3. Response Vehicles.** Engine 1, operating from Station No. 1 located at 512 W. Ninth Street, will be the primary response vehicle, responding at all times when available. F97, operating from Station \_\_\_\_\_, will be the secondary response vehicle, responding Monday through Friday from 7:00 a.m. to 5:00 p.m. when available. All five engine companies and the rescue company carry vehicle extrication equipment.

**Section 4. Plan of Action/Communication.** OFD and AMR will be dispatched via 911 through each Party's respective dispatch center. All 911 calls shall be received by Owensboro/Daviess County Central Dispatch and forwarded to AMR Dispatch. Communications between responding units shall be accomplished through the current communication system available to both Parties.

**Section 5. On-Scene Coordination.** On-scene coordination will be accomplished through use of the Incident Command System. The same physician medical director will provide direction to both Parties. The Parties will decide whether to transfer patient care from OFD to AMR, or to have both OFD and AMR paramedics continue treatment during transport. The OFD paramedic may accompany the patient during

transport to the emergency department if the AMR unit is basic life support, is staffed with an advanced emergency medical technician (AEMT), or if advanced life support (ALS) interventions have been initiated.

**Section 6. Exchange of Patient Information.** OFD paramedics shall provide verbal patient reports to the AMR paramedic arriving on scene. Kentucky Patient Care Reports will be used by OFD on all advanced life support (ALS) patients and will be timely transmitted to AMR.

**Section 7. Effective Date/Termination.** This Agreement will be effective on \_\_\_\_\_, 2021, and will continue until terminated as follows:

- (1) This Agreement may be terminated for any reason by either Party upon one hundred eighty (180) days written notice to the other Party.
- (2) This Agreement may be terminated by either Party upon thirty (30) days written notice in the event that the non-defaulting party provides notice to the other party of a material failure to perform its obligations under this Agreement, and the party in default fails to timely cure within thirty (30) days of receipt of notice from the non-defaulting Party of the existence of said default.

**Section 8. Entire Agreement; Binding Effect.** This Agreement shall constitute the entire Agreement between the parties. Any prior understandings or representations, or any subsequent oral representations or modifications of any kind shall not be binding on either Party except to the extent incorporated herein, in writing, by agreement of the Parties. Notwithstanding the foregoing, the Parties agree that nothing in this Agreement shall affect or alter their obligations and rights as set forth in the Emergency Medical

Service and Ambulance Agreement dated May 2, 2019, which agreement shall govern in the event that there is any conflict with this Mutual Aid Agreement.

**Section 9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties hereby agree that the state and federal Courts of Daviess County and the Commonwealth of Kentucky shall have exclusive jurisdiction to hear and determine any claims or disputes.

**Section 10. Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and such remaining terms, covenants, or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**IN TESTIMONY WHEREOF,** Witness the signatures of the Parties hereto on this the day and date first hereinabove written.

**CITY OF OWENSBORO, KENTUCKY**

By: \_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

By: Brian Short, Director

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF DAVIESS )

Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
ID # \_\_\_\_\_

COMMONWEALTH OF KENTUCKY            )  
  )       Sct.  
COUNTY OF DAVIESS                    )

Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
ID # \_\_\_\_\_

COMMONWEALTH OF KENTUCKY     )  
   )  
COUNTY OF DAVIESS                     )     Sct.

SUBSCRIBED AND SWORN TO before me by Bethany Burkhart, Medical Director for and on behalf of Owensboro Fire Department and Mercy Ambulance of Evansville, Inc. d/b/a American Medical Response, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
ID # \_\_\_\_\_

PREPARED BY:

\_\_\_\_\_  
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City Attorney  
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