

## **MUNICIPAL ORDER 31-2024**

### **A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF OWENSBORO AND OHIO TOWNSHIP FIRE DEPARTMENT.**

**WHEREAS**, the City of Owensboro, through the Owensboro Fire Department, and the Ohio Township Fire Department desire to provide aid and assistance to the other in the event of disaster or emergency; and

**WHEREAS**, in order to encourage the provision of aid and assistance, the Parties wish to enter into a Mutual Aid Agreement that memorializes the benefits and specific obligations of each, a copy of which is attached hereto as Exhibit A and incorporated by reference.

**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 the City of Owensboro, through the Owensboro Fire Department, and the Ohio Township Fire Department governing the provision of aid and assistance in the event of disaster or emergency, and the reimbursement of costs associated with the provision of aid and 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 19th day of November, 2024.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Davis, City Clerk

## EXHIBIT A

## MUTUAL AID AGREEMENT

This Mutual Aid Agreement (this “Agreement”) is entered into to be effective as of November 19, 2024 by and between the **OHIO TOWNSHIP FIRE DEPARTMENT**, and the **CITY OF OWENSBORO through its OWENSBORO FIRE DEPARTMENT** (collectively, the “Fire Departments”).

The Fire Departments do hereby agree to assist each other in times of emergency, contingent upon availability of resources and personnel, which in the opinion of the Fire Chief or authority in charge of the respective fire department can be spared at the time of receipt of such call for assistance.

It is further agreed that the department receiving assistance will furnish the assisting department with all supplies for the equipment, food, and housing for the personnel of such an assisting department. The Fire Departments agree to be responsible for their own personnel or equipment.

The Fire Departments agree to maintain casualty, liability and workman’s compensation insurance on their own equipment and personnel in the coverage amounts as required by applicable State law. It is further agreed that such requests for assistance should be made by Authorized Representatives of the requesting entity (see Exhibit A).

The Fire Departments agree that when any equipment or personnel are sent pursuant to this Agreement, all such equipment and personnel shall be under the immediate command and direction of the assisting department’s Chief or person in charge, who shall report to the Incident Commander and such equipment and personnel shall remain under the command of the Incident Commander until released by him or recalled by the Fire Chief or person in charge of the assisting department. Equipment and personnel shall be immediately released and returned to the assisting department upon authorization by the Incident Commander.

Except as otherwise provided, it is understood that if either Fire Department is utilized in the other jurisdiction, then the requesting entity (recipient) may be required to pay to the provider reasonable and documented expenses incurred by the provider as a result of extending assistance to a recipient. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by the recipient and the provider.

Record Keeping: A recipient or its representative local emergency management agency, shall provide information, directions and assistance for record keeping to provider’s personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.

Payment: Other Miscellaneous Matters as to Reimbursement - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. The recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

If an emergency occurs where mutual aid is provided under this Agreement and where federal funding may be sought for reimbursement, then the city where the emergency occurred will be responsible for receiving, disbursing and accounting for the federal funding in accordance with applicable law.

The Fire Departments shall be allowed to withdraw from this Agreement upon giving thirty (30) days written notice of the intent to withdraw to the other department. This Agreement shall be a continuing Agreement which shall remain in full force and effect unless terminated by Agreement of the Fire Departments or withdrawal of a party to the Agreement, whichever first occurs.

The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be an Authorized Representative.

The Agreement shall be reviewed annually by the Fire Departments, but the lack of this review shall not revoke, terminate, or otherwise cancel this Agreement.

CITY OF OWENSBORO through its  
OWENSBORO FIRE DEPARTMENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

OHIO TOWNSHIP FIRE DEPARTMENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

LIST OF AUTHORIZED REPRESENTATIVES

CITY OF OWENSBORO:

Fire Chief  
Battalion Chief

OHIO TOWNSHIP FIRE DEPARTMENT:

Fire Chief  
Deputy Chief  
Battalion Chief