

**RESOLUTION NO. R-14-57**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL AID AGREEMENT FOR EMS TRAINING SERVICES WITH THE CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT.**

**WHEREAS**, the Central Jackson County Fire Protection District is a certified EMS training entity and wishes to engage the City of Gladstone to assist in the training of its EMS candidates in clinical emergency medicine; and

**WHEREAS**, the City of Gladstone is a certified EMS training entity and capable of providing clinical experience in emergency medicine; and

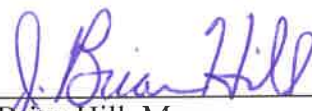
**WHEREAS**, the District and the City are authorized under Missouri law to enter into a mutual aid services agreement for an indefinite period for training EMS candidates; and

**WHEREAS**, the City will receive no compensation or consideration from the District or the District's students for providing the training.


**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT** the City Manager is hereby authorized to enter into a Mutual Aid Agreement for EMS Training Services with the Central Jackson County Fire Protection District on such terms and conditions as he deems proper including a requirement that the students participating in the training execute a Waiver and Release relieving the City of any liability for injuries or damages suffered during the clinical emergency medicine training.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 11<sup>TH</sup> DAY OF AUGUST, 2014.**


  
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J. Brian Hill, Mayor

ATTEST:

  
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Ruth E. Bocchino, City Clerk

# Memo

**To:** Kirk L. Davis, City Manager

**From:** Chief Michael J. Hasty, Director of Public Safety 

**CC:** Scott Wingerson, Assistant City Manager  
Randall Thompson, City Attorney  
Division Chief Robert M. Baer, Fire/EMS Division Commander  
Ruth Bocchino, City Clerk  
Charlene Leslie, Human Resources Administrator

**Date:** August 5, 2014

**Re:** CENTRAL JACKSON COUNTY FPD – PARAMEDIC TRAINING PROGRAM

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Division Chief Robert Baer has been contacted by a representative of the Central Jackson County Fire Protection District soliciting a partnership with our department for their paramedic training program. Upon review of the proposal, we have determined this to be beneficial to both the fire protection district and our department's emergency medical response mission.

Paramedic students are required to participate in pre-hospital emergency medical environments during their training. Being receptive to this proposal, allowing their paramedic students to experience emergency medicine practiced in the field with our veteran paramedics, can not only provide an excellent opportunity to learn and hone the skills of the students; it also engages our personnel in the process of enhancing the quality of paramedics coming from training programs in the area.

Our department has a similar relationship with the University of Iowa and their paramedic training program. We have experienced no problems with the arrangement we enjoy with the University of Iowa and have not had a negative experience with the students they send to our agency. I anticipate we will have a positive experience with Central Jackson County Fire Protection District and fully support this opportunity for a partnership with their paramedic training program. Having paramedic training programs reach out to our department to participate in their critical field training requirements should not only be viewed as a complement to our emergency medical service, it is a testament to the positive reputation our paramedics have rightly earned in the metropolitan area.

A resolution authorizing you to sign a mutual aid agreement with Central Jackson County Fire Protection District for the purpose described will be on the August 11, 2014 City Council Meeting Agenda. I have attached a copy of a memorandum from Division Chief Robert Baer. Please advise if you have any questions.

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# Memo

**To:** Director Michael J. Hasty  
**From:** Division Chief Robert M. Baer  
**Date:** August 4, 2014  
**Re:** Central Jackson County Fire Paramedic Program Agreement

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Sir,

Approximately eight (8) weeks ago, I was approached by a representative from the Central Jackson County Fire Protection District's Education Division regarding the possibility of Gladstone Fire/EMS entering into an agreement to become a field clinical training site for their paramedic program. The Central Jackson County Fire Protection District is recognized by the State of Missouri Bureau of Emergency Medical Services as an authorized EMS training facility, capable of conducting an advanced paramedic training program.

As you are aware, the requirements to become a licensed paramedic in the State of Missouri consists of didactic classroom as well as clinical field training in both the in-hospital and pre-hospital environments. The agreement sought by Central Jackson County Fire would allow students from that program to complete the 360-hour pre-hospital portion of their training by shadowing and working under the guidance of experienced and licensed paramedics from our department. At the present time, our agency has an existing agreement with the University of Iowa Paramedic Training Program to provide similar field training experience to students from that institution.

As with the University of Iowa agreement, the Central Jackson County Fire agreement would mandate that a student sign a liability waiver and also possess medical malpractice insurance prior to being accepted into Gladstone Fire/EMS field training program. The current working relationship with the University of Iowa Paramedic Program has been an asset to both Gladstone and the University; I have no doubt an agreement with Central Jackson Fire will also prove to be mutually beneficial.

During a meeting with Central Jackson County Fire representatives, I was informed the reason our agency was approached is because of the outstanding reputation Gladstone paramedics have for providing excellent pre-hospital medical care. It is my opinion that exposing paramedic students to our remarkable operation will only enhance our reputation and provide a solid foundation for future EMS providers. Although I have been approached many times by representatives of other paramedic programs, I feel Central Jackson County Fire has earned the reputation for operating an exceptional EMS education program. I recommend we enter into the agreement with Central Jackson County Fire.

Respectfully,



**MUTUAL AID AGREEMENT FOR EMS TRAINING SERVICES**

THIS AGREEMENT is made and entered into this 11th day of August, 2014 by and between the Central Jackson County Fire Protection District, hereinafter referred to as the "District", and the City of Gladstone, Missouri, hereinafter referred to as the "City".

**WHEREAS**, the District is a certified EMS training entity and wishes to engage the City to assist in training EMT-P candidates with on-site clinical services; and

**WHEREAS**, the City is a certified EMS training entity and capable of providing clinical experience in emergency medicine; and

**WHEREAS**, the District and City are authorized under section 190.107 RSMo, to enter into a mutual aid services agreement for an indefinite period for training EMS candidates provided either entity may cancel this agreement on not less than sixty (60) day's notice.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**TERM.** The term of this agreement shall begin on the 11th day of August, 2014. The agreement may be terminated by either party upon delivery to the other of a written notice with not less than sixty (60) day's notice. Such notice shall be delivered to the Coordinator of the clinical program of the District or the Fire/EMS Division Chief of the City.

**STUDENTS.** The persons receiving training are students of the District. The District is solely responsible for selecting students who will receive training from the City.

Students shall be required to execute a Waiver exonerating the City from any liability for bodily injury, death, property damage or expenses incurred by, contracted or sustained while receiving training from the City. Students and instructors of the District shall be required to obtain, at their expense, professional liability/malpractice insurance in the amount of \$1,000,000.00 for

injury or death of one person, and \$1,000,000.00 for all claims within a one-year period regardless of the number of persons injured or deceased with the exception of observation status only. The District shall provide the City a copy of the Certificate of Insurance evidencing the described coverage prior to the beginning of the clinical training.

Students shall be responsible for all expenses as required by the City. The City will provide the District with a list of items required for training and the District will insure that students are so equipped.

Students shall be responsible for all expenses, including meals, laundering of uniforms, medical expenses and transportation.

Students shall report to a City supervising training instructor all breakage, loss or waste of equipment or drugs, and damage to City property.

**DISTRICT RESPONSIBILITIES.** The District shall provide faculty members for their program who shall be responsible for the instruction, assignment and performance of students in the selected clinical areas. The District shall identify to the City what training is expected from the City.

The District shall provide its students with a copy of this Agreement.

The District will indemnify, defend and hold City and its officers, elected officials, employees, insurers, and agents harmless from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses, including reasonable attorney's fees which may be imposed upon, incurred by, or asserted against the City arising from or by reason of any negligent act or omission of the District, its students, affiliates, subsidiaries, officers, directors, employees, instructors and agents in the performance of its or their involvement or duties under this agreement.

**CITY RESPONSIBILITIES.** The City shall provide qualified employees for the training unit where the students are placed for clinical training in emergency medicine. The City shall use its best efforts to make available to a mutually agreed upon number of students of the District its facilities so as to provide opportunities for clinical experience in emergency medicine, which must as a

minimum satisfy the accreditation requirement established by an agreed upon accrediting agency in the field of Emergency Medical Care.

The City has the right to request the District to remove a student or to refuse training to a student at any time the City determines that the conduct of a student violates any City policy, practice, or ordinance or is undesirable or unprofessional.

The City shall not be responsible or liable for expenses or damages incurred or sustained by students for illness, bodily injury or death experienced or sustained while participating in the clinical training process.

The City shall immediately notify the Clinical Coordinator of the District should a student be injured or become ill while participating in the clinical training. Emergency treatment may be administered with the student's consent and at the student's expense.

City will indemnify, defend and hold District and its officers, elected officials, employees, insurers and agents harmless from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses, including reasonable attorney's fees, which may asserted, incurred or imposed upon or against the District arising from or by reason of any negligent acts or omissions of employees of the City involved in clinical training of emergency medicine under this agreement.

JOINT RESPONSIBILITIES. The District and City will jointly plan the number of students and placement of students who will participate in each training unit. Conferences between the City and the Clinical Coordinator of the District may be called as needed to resolve routine administrative details.

Neither the District or the City shall discriminate against any employee or applicant for employment or for EMT training because of race, color, creed, sex, or national origin.

ENTIRE AGREEMENT. This agreement represents the entire agreement of the parties, and no other agreement, statement or promise made by any party,

or any employee, officer, elected official or agent of any party, which is not contained herein shall be binding or valid.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year above written in four (4) original counterparts. Each signatory represents that he has the authority to bind the District and City, respectively.

CENTRAL JACKSON COUNTY FIRE  
PROTECTION DISTRICT



By:

CITY OF GLADSTONE, MISSOURI



By: Kirk L. Davis, City Manager

ATTEST:



Ruth Bocchino, City Clerk