

Callaway County Ambulance District

311 Hickman Avenue
PO Box 246
Fulton, MO 65251
Voice (573) 642-7260
Fax (573) 642-4069

RESOLUTION NUMBER 2019-004

RESOLUTION OF THE CALLAWAY COUNTY AMBULANCE DISTRICT BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR, CHARLES ANDERSON, TO ENTER INTO AN AUTOMATIC MUTUAL AID AGREEMENT WITH COLE COUNTY.

Now on the 16th day of July 2019, the Board of Directors of the Callaway County Ambulance District acknowledges that it desires to enter into an Automatic Aid Agreement with Cole County EMS;

Now, therefore, it is resolved by the Board of Directors of the Callaway County Ambulance District as follows:

1. Executive Director Charles Anderson is authorized to execute an Automatic Aid Agreement between Callaway County Ambulance District and Cole County EMS, a copy of which is attached hereto and incorporated by reference.
2. This Resolution shall be in full force and effect from and after the date of the Resolution and execution by the Chairperson of the Board of Directors, said execution reflecting that this Resolution was duly passed by vote of the Board of Directors of the Callaway County Ambulance District.

Chairperson of the Board of Directors
of Callaway County Ambulance District

By: William Cull
Chairperson

Date: 7-16-19

Attest:

Jenny Powell
Secretary to the Board

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 29 day of JULY 2019 by and between the County of Cole and the Callaway County Ambulance District.

AUTOMATIC AID RESPONSE AREA

1. **Response Area - Geographic Limits.** This Agreement shall apply to all incidents requiring the need of emergency medical service (EMS) including medical, trauma, and/or any other incident ("Emergency Incidents") located on the Missouri River Bridge, Jefferson City Airport and in support of Jefferson City Fire Department water operations occurring in the Missouri River within Callaway County Ambulance District's service area, within the City of Jefferson received by the City of Jefferson Communications Center, County of Cole EMS Dispatching Division and/or Callaway County Communication Center for incidents within the area defined above.
2. **Situations Where Aid is Provided.** All calls for EMS services within the defined automatic aid agreement area shall result in an automatic, response by the County of Cole. To accomplish this, any dispatching agency that receives a call for service in the area defined above shall transfer to or dispatch the County of Cole; however, for emergency aircraft incidents at the Jefferson City Airport, an ambulance from Callaway County Ambulance District shall also be dispatched. This Automatic Aid Agreement shall be in effect 24 hours a day, seven days a week.
3. **No Reimbursement for Costs.** No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

AUTOMATIC AID RESPONSE

As part of this Agreement, the County of Cole will respond, when available, with an advanced life support staffed ambulance to all reported Emergency Incidents located on the Missouri River Bridge and in support of Jefferson City Fire Department water operations occurring in the Missouri River within the City of Jefferson. The dispatch of the automatic aid ambulance will be made with the initial dispatch to the reported Emergency Incident by the County of Cole, through the normal agency handling the dispatching of ambulances.

PERSONNEL AND EQUIPMENT

The Cole County Emergency Medical Services Chief and the Callaway County Ambulance District Director shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases, responses will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.

LIABILITY/INDEMNIFICATION

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.

PRIOR AGREEMENTS


This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the EMS agencies in this area.

COUNTY OF COLE

By:

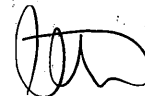


Presiding Commissioner

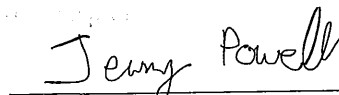

Witness
Cole County Clerk

CALLAWAY COUNTY AMBULANCE DISTRICT

By:



Executive Director


Witness

Callaway County Ambulance District

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Chairperson of the Board of Directors
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By: William Cull
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Secretary to the Board