

AGREEMENT FOR FIRE SERVICE MUTUAL AID

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 by and between **THE CITY OF LAWRENCE, KANSAS**, a municipal corporation and **THE CITY OF OVERLAND PARK, KANSAS**, a municipal corporation.

WHEREAS, pursuant to K.S.A. 12-16, 117 and K.S.A. 12-2904 give the parties authority to provide assistance in times of disaster, and to enter into interlocal agreements for the provision of emergency aid; and

WHEREAS, the parties hereto are governmental entities providing fire service, and are qualified under the law to secure to their respective geographical areas, and to provide and receive the benefits of mutual aid with each other in the area of fire service equipment, personnel and other resources for the protection of life and property at the time of a significant emergency such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters; and

WHEREAS, there may arise in one of said fire service organization's jurisdiction an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing such significant emergency; therefore

IT IS MUTUALLY AGREED, for and in consideration of the mutual agreements between the parties hereto, that:

1. Upon request for mutual aid assistance the requested fire service organization (hereinafter "responding unit") will send equipment, personnel and other resources to any point within the requesting fire service organization's (hereinafter "requesting unit") fire service jurisdiction; provided, however, that response is to be given only when the responding unit, in the judgment of its fire chief, or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the responding unit.
2. The parties agree not to call for assistance unless significant emergency circumstances exist wherein the requesting unit's resources have been significantly reduced by emergency responses. The parties mutually understand and agree that this Agreement is not entered into for the purpose of reduction of staffing by either party.
3. The authority in charge of the responding unit shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or

to any other person, firm or corporation for any failure to give requested assistance.

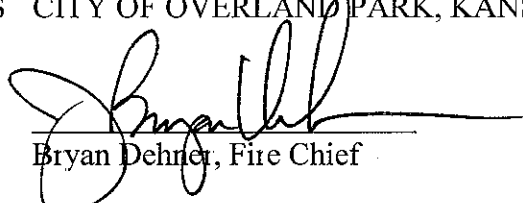
4. To the extent permitted by law, the parties shall enjoy immunity from liability in the process of providing aid under this Agreement. Nothing in this Agreement should be construed to in any way limit immunities available to the parties.
5. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request for aid hereunder shall include a statement of the significant emergency circumstance and the requested resources and shall specify the location for response.
 - b. The responding operational units shall be under the immediate supervision of the person designated by the responding unit.
 - c. A responding unit shall be released by the requesting unit when, in the judgment of the incident commander, the services of the responding unit are no longer required. Provided, however, it is mutually recognized that each party owes its primary allegiance and fire services to its own citizens. Therefore, the responding unit may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding unit to render services within its normal service area.
 - d. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Kansas City Area Metro Chief's Council.
6. Except for reimbursement for consumables, as set forth in Section 7 of this Agreement below, each party, in consideration of the mutual covenants herein, does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement.
7. Neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or acceptance of equipment or staffing pursuant to the terms of

this Agreement. However, the responding unit shall be reimbursed by the requesting unit for consumables utilized at the significant emergency site. The responding unit's organization reserves the right to request and accept equipment rate and labor cost reimbursement from incidents declared as state and/or federal disasters and thereby eligible for State Emergency Management Agency (SEMA)/Federal Emergency Management Agency (FEMA) reimbursement. In addition, either party may accept labor and equipment rate reimbursement from billable hazardous material incidents.

8. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.
9. A party may cancel this Agreement, provided sixty (60) day advance written notice is mailed or otherwise delivered to the other party.
10. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.
11. The directors of the respective fire service organizations shall administer this joint undertaking.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement on the date this Agreement is made and entered into as recorded above.

CITY OF LAWRENCE, KANSAS CITY OF OVERLAND PARK, KANSAS


Bryan Dehner, Fire Chief

ATTEST:

ATTEST:

STATE OF KANSAS

Attorney General's Office