

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND JOHNSON COUNTY, KANSAS FOR THE
COUNTY COMMUNICATIONS CENTER**

THIS AGREEMENT is entered into this 18 day of Sept, 2007, between the City of Olathe, Kansas, a municipal corporation, hereinafter referred to as "City" and Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as "County".

WHEREAS, County intends to construct an emergency communications facility for emergency communications for fire, emergency medical and law enforcement services and a back-up County Emergency Operations Center at County's Sunset Campus in Olathe, Kansas; and

WHEREAS, City desires to co-locate its emergency communications operations at the new County emergency communications facility; and

WHEREAS, County and City can achieve numerous benefits by locating their emergency communications operations in one facility, such as cost efficiency, increased effectiveness in the delivery of public safety services, enhanced communication between agencies, improved information flow between agencies, immediate assistance in emergency situations and enhanced interoperability; and

WHEREAS, the governing bodies of each of the parties hereto decided to enter into such Agreement for the purposes stated herein;

NOW THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the parties agree as follows:

**ARTICLE I
Purpose and Authority**

1. The purpose of this Agreement is to establish the roles and responsibilities of the parties for the operation, funding and maintenance of the fixed and common equipment and systems in the public safety

County Communications Center ("Facility") to be located at 11880 S. Sunset Drive, Olathe, Kansas and of the equipment, services and staffing for each party to this Agreement. The County intends to construct and maintain the Facility for its use and for the use of other municipalities pursuant to an interlocal agreement. The City hereby expresses its intent to co-locate its public safety communications at the Facility.

2. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

ARTICLE II Cooperation

The parties to this Agreement desire to cooperate in the provision of public safety communications services by the County constructing and maintaining the Facility and by the City of Olathe locating communications personnel in the Facility to work cooperatively with County communications personnel in the delivery of public safety communication services within Olathe and Johnson County and as agreed to by the Executive Committee described in Section 8 of this Agreement.

ARTICLE III Description of Project, Ownership of Facilities, Responsibilities and Release

1. Facility Director. The County Manager will appoint the Facility Director ("Director"). The Director will be responsible for administration of the Facility and for providing leadership and coordination to participating public safety agencies concerning the effective use of Facility resources and operating systems. The Director will provide staff support to the Executive Committee in the furtherance of its duties under this Agreement and will periodically report to the Committee on matters related to Facility operation, budgeting, and Facility policies.

2. Executive Committee. There is hereby established an Executive Committee ("Committee") to advise the Facility Director on budgeting, capital planning, and operations of the Facility. The chief executive of each public safety agency located in the Facility, or their designee, will be a member of the Committee. The Facility Director shall be the Chairman of the Executive Committee. The Committee will establish policy for the Facility concerning multi-agency operating procedures and cooperation, the planning for enhancements or replacements for Facility technology and information systems, and the general Facility standards for purchase, use and care of equipment and technology systems in the Facility. The Committee may create sub-committees as necessary to further the work of the Committee. The Committee shall meet at least four (4) times per year.

3. County Responsibility for Construction and Maintenance of the Facility. The County intends to construct a weather hardened communications Facility with redundant mechanical and utility systems that will allow for emergency communications for fire, emergency medical and law enforcement services to continue without interruption and that will also provide secure space for County information technology disaster recovery systems and a back-up County Emergency Operations Center. The Facility will be owned by the County. The County will provide staffing and funding as needed to maintain the building and technical systems in the Facility and will pay for ongoing utility and maintenance costs for the Facility. The County will determine, after consultation with the Executive Committee, the standards, specifications and vendors for all equipment and systems installed in the Facility in order to ensure for compatible equipment, maintenance processes, and network systems that will provide the most efficient and effective delivery of public safety communications services. Installation of software and hardware systems that are not the standard for the Facility may be approved by the Director when such software and hardware will not have an adverse impact upon the Facility and its operations and when the public safety agency requesting such software and hardware will fully fund its purchase, installation and integration into the Facility.

4. Responsibility of the City of Olathe. The City will be responsible for the purchase of equipment, furniture and software that will be used primarily by City employees. This includes dispatcher consoles, office furniture, computers, printers, Computer Aided Dispatch (CAD) system software, radio console control systems and control station radios, other electronic equipment directly associated with the operation of the dispatcher consoles, CAD software and radio console annual maintenance costs, and other software and computer network equipment that is not a standard item in the Facility. Such equipment and software will be the property of the City. The City will be responsible for the full costs of staffing its consoles and other City positions assigned to the Facility, and for the costs of consumable supplies used by its employees. 9-1-1 equipment will be provided through the 9-1-1 program.
5. Utility Access. The County will make available and provide the City with reasonable, uninterrupted access to the standard utility services, including any installed or available redundant systems. The City shall be responsible for and pay for the installation and cost of any non-standard utility service or equipment which it may require or desire for its operations. The County shall not be responsible for any interruption or failure of the utility services provided to or at the facility, and the City hereby agrees to release and hold harmless the County from any and all liability, costs or damages arising from any interruption of such services.
6. Use and Security of Facility. Each party agrees and understands that the facility is a secure facility and that security of access shall be maintained at all times. Access to and use of the facility is limited to the purposes covered by this agreement, and the City agrees that it shall not use nor permit any other person or entity to use the facility or the City's space and equipment at the facility for any use not authorized by this agreement or by the express approval of the facility manager.
7. Risk Management. Each party is solely responsible for loss or damage to their property and equipment and injury to their respective employees while at the communications facility or on the grounds of the communications facility. Each party shall be responsible for maintaining adequate conventional or self insurance or a combination thereof to

cover their respective risk of loss for liability for bodily injury, property damage, products liability, employer's liability and workers compensation coverage as required by statute. A Certificate of Insurance may be required by each party.

ARTICLE IV

Dispute Resolution

Disputes between parties to this Agreement may occur on matters arising from shared use of the Facility and its systems and upon interactions between agencies and their employees. Disputes related to the use of the Facility and its systems will be addressed by the Facility Director and, if necessary, by the Executive Committee to resolve the issues raised. Disputes related to interactions between agencies and their employees should be addressed first by designated managers of the involved parties, then by the Facility Director if needed, and if not mediated by the Director, the dispute will be referred to the Executive Committee for resolution. Should the Committee not resolve the dispute to the satisfaction of the involved parties; the matter will be referred to the chief administrative officer of each involved jurisdiction for joint resolution.

ARTICLE V

Duration

8. Duration. It is contemplated that the term of this Agreement is perpetual, subject to the right to terminate stated below and, further, subject to Article XII of this Agreement.
9. Termination. Either party may terminate this agreement upon written notice, of not less than ninety (90) days, to the other party. Said notice shall include the reason(s) for termination. If the reason for termination is a default under this agreement, the defaulting party shall have ninety (90) days to cure the defect(s) before the agreement may be terminated.

ARTICLE VI
Indemnification

1. To the fullest extent permitted by law, the City shall indemnify and hold harmless the County, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.
2. To the fullest extent permitted by law, the County shall indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the County, its agents, officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

ARTICLE VII
Applicable Law

The Agreement is entered into and shall be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas shall be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VIII
Notification

1. All required notification from County to City shall be directed specifically to:
City Clerk's Office
City of Olathe, Kansas
100 East Santa Fe Street
P.O. Box 768
Olathe, Kansas 66051-0768

and

Legal Department
City of Olathe, Kansas
100 East Santa Fe Street
P.O. Box 768
Olathe, Kansas 66051-0768

2. All required notification from City to County shall be directed specifically to:

Board of County Commissioners
Attn: Walter G. Way, Director of Emergency Communications Center
111 South Cherry Street
Olathe, Kansas 66061

and

Johnson County Legal Services
111 South Cherry Street, Suite 3200
Olathe, Kansas 66061

ARTICLE IX Modifications

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE X Severability

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

ARTICLE XI
Additional Cities

With the consent of the County and of the Executive Committee, any city not an original signatory to this Agreement may become a party by entering into an Agreement substantially in the form of this Agreement.

ARTICLE XII
Nonappropriation

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that the obligations expressed herein are subject to funds budgeted and appropriated for such purpose or from funds made available from any lawfully operated, revenue producing source.

ARTICLE XIII
Additional Compensation

The County may negotiate with the City in the future to modify this Agreement to include consideration to be paid for the space primarily occupied by City staff in the Facility. Such consideration may include services, benefits, contributions, in kind contributions, or other compensation from the City to the County.

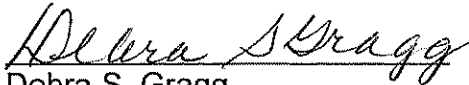
BY: CITY OF OLATHE, KANSAS



Michael Copeland
Mayor

9.18.07

ATTESTED BY:


Debra S. Gragg
City Clerk

APPROVED AS TO FORM:

Thomas A. Glinstra
City Attorney

BY: JOHNSON COUNTY, KANSAS

Annabeth Surbaugh, Chairman
Board of County Commissioners

ATTESTED BY:

County Clerk

APPROVED AS TO FORM:

F. Lawrence McAulay, Jr.
Johnson County
Director of Legal Services