

**AN AUTOMATIC AID INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN THE CITY OF LAWRENCE, KANSAS AND
DOUGLAS COUNTY FIRE DISTRICT NO.1**

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between the City of Lawrence, Kansas, a municipal corporation under the laws of the State of Kansas (hereinafter "City") and Fire District No. 1 of Douglas County, Kansas, a.k.a. Lecompton Fire & Rescue Department (hereinafter "District").

WITNESSETH:

WHEREAS, cooperation and agreements for automatic aid assistance in fire protection and for response to other emergencies, including rescue services have been created and existed between various municipalities and governmental jurisdictions; and

WHEREAS, the City, pursuant to Resolution No. 6769, has a policy to provide assistance to other municipalities and public safety agencies, including to the District, during times of disaster; and

WHEREAS, the District and City wish to mutually cooperate with each other to foster, continue, and improve the cooperative nature and coordinated effort of emergency automatic aid assistance and response to incidents that threaten loss of life or property within the certain geographic boundaries set forth herein; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 et. seq., and amendments thereto (hereinafter "Act"), permits local government units, including the Parties to this Agreement, to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties to this Agreement are independently empowered to provide fire protection services, said authorization being found at K.S.A. 12-111, and amendments thereto, for the City; and K.S.A. 19-3621, and amendments thereto, for the Fire District; and

WHEREAS, the Parties to this Agreement, now provide fire protection services within specifically defined service areas within Douglas County, Kansas; and

WHEREAS, the Parties to this Agreement, may enter into contracts for reciprocal services, pursuant to K.S.A. 12-101, and amendments thereto for cities; and K.S.A. 19-3621, and amendments thereto, for Fire Districts; and

WHEREAS, there may arise, from time to time, an incident at a certain industrial site in Douglas County, Kansas, legally described as:

Lot 2, Rockwell Farms Addition 2nd Plat, A Replat of Lot 2, Rockwell Farms Addition, in Douglas County, Kansas.

Involving a fire emergency and the above-described real property is located in the service area of the District and may require the assistance of the City; and

WHEREAS, the Parties hereto are desirous of entering into an agreement concerning the provision of such assistance to said site in Douglas County.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants, conditions and promises hereinafter contained, and for other good and valuable consideration, the Parties hereto agree to follows:

I. DURATION.

This Agreement shall become effective upon its adoption by each of the Parties and upon approval by the Attorney General of Kansas, and shall be and remain effective for an initial term commencing upon the date of approval by the Attorney General of Kansas, and ending December 31, 2012, and thereafter shall be automatically renewed for periods of one (1) year each.

II. PURPOSE.

The City's Lawrence-Douglas County Fire Medical Department (hereinafter "LDCFM") agrees to respond to calls for automatic aid at LOT 2, ROCKWELL FARMS ADDITION 2nd REPLAT, A REPLAT OF LOT 2, ROCKWELL FARMS ADDITION IN DOUGLAS COUNTY, KANSAS made through the Douglas County Emergency Communications Center (hereinafter "Douglas County ECC"). The City shall send a fire apparatus, equipment and personnel, as necessary, in the City's sole determination, and provided a unit is available at the time of the call.

III. FINANCING.

Each entity shall be responsible for its own costs related to the agreement and creating and maintaining its own budget.

IV. PROPERTY.

No property, real or personal, shall be acquired jointly by the Parties under the terms of this Agreement.

V. TERMINATION OF AGREEMENT.

Any Party may withdraw from this Agreement upon thirty (30) days prior written notice to the other Party. Each party shall retain or dispose of their agency's property upon termination.

VI. ADMINISTRATION

The Chief of the Lawrence Kansas Fire and Medical Departments and the Douglas County Fire District will be responsible for co-administration of the agreement. No separate legal or administrative entity is contemplated or created by this agreement.

VII. AUTOMATIC AID; OPERATIONAL STANDARDS; RESPONSE PROTOCOLS.

Automatic aid extended by the City's LDCFM Department pursuant to this Agreement shall be subject to, and furnished in accordance with, applicable provisions of law and the terms and conditions of this Agreement, including Exhibit A attached hereto and incorporated herein by reference. All other calls for assistance, other than emergency medical services (EMS) and hazardous materials response services (HAZMAT), shall be subject to Resolution No. 6769, the City's policy on Mutual Aid.

VIII. MANAGEMENT SYSTEM; RETURN FROM RESPONSE.

All Parties acknowledge that an effective incident management system is required and accordingly, the Parties agree to utilize the National Incident Management System (NIMS) while operating at emergency incidents; that all units at the incident will operate under this system; and, that a representative of the City's LDCFM Department will assume unified command and will be the sole judge of the type and amount of assistance. The parties further agree to utilize the Douglas County Emergency Management Plan for declared emergencies.

IX. REPORTING.

Incident reporting, as provided in K.S.A. 31-133 (a) (6), and amendments thereto, will be performed in accordance with K.A.R. 22-5-1. Each Party will be responsible for the reporting of all incidents within the boundaries of their respective jurisdictions. Each Party agrees to cooperate with the other Party preparation of such reporting and is responsible for its portion of the report as to the provision of aid.

X. MODIFICATION.

Unless otherwise provided herein, modification, revision, or amendment may be made to this Agreement at any time the Parties hereto agree to such modification, revision or amendment in writing.

XI. NOTICES.

Any notices, demands or requests required by this Agreement shall be sent to the Parties hereto by U.S. mail, postage prepaid, unless otherwise specifically provided herein.

XII. PERSONNEL; EQUIPMENT.

It is understood and agreed by the Parties that the personnel utilized by each individual Party for the provision of fire protection or rescue services shall be considered, are, and shall remain, employees or volunteers of that Party and shall not be considered or treated, in any manner, as an employee or volunteer of the other Party. Further, each Party shall retain ownership and maintenance responsibility of any equipment or apparatus such Party brings to the performance of this Agreement.

XII. INDEMNIFICATION.

Each Party agrees to protect, defend, indemnify and hold other Parties to this Agreement and their officers, employees and agents free and harmless from and against any

and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any kind and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of such Party's error, omission or negligence in its performance or responsibilities hereunder. Each Party further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

XIII. 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. The City is obligated only to perform under this Agreement as may be lawfully performed funds from budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

XIV. GOVERNING LAW.

This Agreement shall be governed by and subject to the laws of the State of Kansas applicable to agreements made and to be wholly performed within such state.

XV. SEVERABILITY.

If any provision, or portion thereof, contained in this agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be excised here from and the remainder of this agreement shall remain in full force and effect.

XVI. MATTERS DISREGARDED.

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

XVII. ENTIRE AGREEMENT.

The text herein shall constitute the entire agreement by and amongst the Parties hereto, and supersedes any and all prior understandings, agreements or promises, whether oral or written, by and between, or amongst, any or all of the Parties pertaining to, or in connection with, the subject matter of this Agreement.

IN WITNESS WHEREOF, the City and the District hereto have caused this Agreement to be executed by their duly authorized representatives the day and year designated below.

CITY OF LAWRENCE, KANSAS

Aron E. Cromwell, Mayor

ATTEST:

Jonathan M. Douglass, City Clerk

FIRE DISTRICT NO.1 OF DOUGLAS COUNTY, KANSAS

Wayne Riley, Lecompton Fire and EMS Chief

ATTEST:

Sandra K. Nichols, Secretary Treasurer, Lecompton Fire/EMS

EFFECTIVE DATE OF AGREEMENT: _____

APPROVED AS TO FORM AND CAPABILITY WITH THE LAWS OF THE STATE OF KANSAS:

On this _____ day of _____, 20____, the above and foregoing interlocal cooperation agreement was reviewed and found to comply with the requirements of K.S.A. 12-2901 et seq., and amendments thereto, and with the laws of the State of Kansas, and the Attorney General's signature below signifies his approval.

Derek Schmidt
Attorney General of Kansas

EXHIBIT A

Automatic Aid Agreement
Between City of Lawrence, Kansas and
Fire District No. 1 of Douglas County, Kansas

OPERATIONAL STANDARDS AND PROTOCOLS

1. The City agrees to dispatch its assigned emergency response resources on an automatic basis, as response resources are available to the real property legally described in Paragraph I. of the Agreement.
2. The Douglas County ECC will assign the first appropriate City Fire unit based upon the call type.
3. In the event of a declared disaster the parties may apply for applicable reimbursements from appropriate Federal and State agencies.
4. Non-emergent primary calls for assistance are considered routine and shall not impact the resources or standard of response coverage of any jurisdiction.
5. The City and the District shall utilize a personnel accountability system.
6. The Parties agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, communications, foam, and water tenders.
7. Calls for aid outside the response boundaries of the real property legally described in Paragraph I. of this Automatic and Interlocal Cooperation Agreement shall be considered mutual aid.