

**AUTOMATIC AID AGREEMENT  
BETWEEN  
THE CITY OF OTTAWA, KANSAS  
AND  
FRANKLIN COUNTY, KANSAS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_, 2022 (the “*Effective Date*”), by and between the City of Ottawa, Kansas, a municipal corporation in the State of Kansas (the “*City*”), and Franklin County, Kansas (the “*County*”).

**BACKGROUND**

**WHEREAS**, both the City and the County are, pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; and

**WHEREAS**, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including public security, public safety and emergency preparedness, including but not limited to, intelligence, anti-terrorism and disaster recovery; and

**WHEREAS**, an interlocal agreement permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with local factors and community-specific needs; and

**WHEREAS**, the governmental entities of the City of Ottawa, Kansas and Franklin County, Kansas have rendered mutual aid with the delivery of emergency medical services in the past, and anticipate continuing such mutual aid and cooperation in providing emergency care to the people of their respective jurisdictions; and

**WHEREAS**, each of the other eight (8) fire districts located within the County (Northwest, Wellsville, LOH, Cutler, Ohio, Pottawatomie, Richmond, and Williamsburg-Homewood), by way of their respective Fire Chiefs, is in agreement that interlocal agreements such as this Agreement are necessary and integral to the continued wellbeing and safety of all citizens within the County and each has voiced their support for this Agreement; and

**WHEREAS**, each Party has a portion of their response district in which the other Party has better access and can provide quicker response times.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein made and contained and for good and valuable consideration, the City and the County do hereby agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide for a cooperative plan between the City and the County for providing automatic aid in emergency situations involving vehicle extraction services across Franklin County, Kansas.

## 2. TERM & TERMINATION

**Initial Term.** The initial term of this Agreement shall be one (1) year, beginning on the Effective Date, and remaining in full force for one year thereafter (the “**Initial Term**”), unless terminated as otherwise provided herein

**Renewal.** The Term will automatically renew for two (2) successive one-year periods (each a “**Renewal Term**”). At the end of the Initial Term and two Renewal Terms, this Agreement may be renewed for another set of two (2) successive one-year Renewal Terms if it is deemed in the best interests of the City and the County and both Parties mutually agree to such a renewal in writing.

**Termination.** This Agreement may be terminated without cause by either the County or the City upon written notice of an intent to terminate the Agreement given to the other Party at least thirty (30) days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid to the address designated beneath the signature of the Parties hereto; or to such other address as may be designated by written notice

## 3. AUTOMATIC AID RESPONSE PLAN

**Types of Incidents.** Automatic aid to the County and the City shall be utilized whenever there is an incident that requires a vehicle extraction and will automatically be implemented by the affected jurisdictions Communications Center.

**Emergency Response Services Covered.** The services described herein shall be on an automatic dispatch basis. This Agreement applies to all emergency incidents received by the Franklin County Communications Center for incidents or addresses located within the City based on a pre-determined basis within the computer aided dispatch software. Notwithstanding anything to the contrary, each Party reserves the right to control its own resources, and more specifically for addresses located within the boundaries defined below.

**Automatic Response Procedure.** On receipt of an alarm covered by a predetermined response plan, the dispatched units of the Responding Agency shall immediately respond with apparatus, equipment and/or personnel when available. (“**Responding Agency**” means a Party to this Agreement who has been dispatched pursuant to the automatic aid protocols herein.)

**Temporary Inability to Provide Aid.** Prior to or upon receiving a call for automatic aid, the Requested Party shall inform the Requesting Agency of inability to provide automatic response. Typically, this inability should only arise at times when the requested resources of the Requested Party are otherwise committed. (“**Requesting Agency**” means a Party to this Agreement to whom another Party will be providing automatic aid.)

## 4. COMMAND AUTHORITY OF RESPONSIBLE JURISDICTION

**Responsible Jurisdiction to Have Command Authority.** When either the County or the City responds automatic aid into the neighboring jurisdiction under this Agreement, the

Incident Commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident that has jurisdiction of that incident.

**Reasonable Use of Personnel and Equipment.** It shall be the responsibility of the Incident Commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

**5. REPORTS**

The responsible jurisdiction shall be responsible for completing all required reports, including but not limited to, reports mandated by local or state government.

**6. NO REIMBURSEMENT FOR COSTS**

No Party to this Agreement shall be required to reimburse any other Party for the cost of providing the services set forth in the 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.

**7. LIABILITY & INDEMNIFICATION**

**Liability.** Nothing in the provisions of this Agreement is intended to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed 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 the performance of this Agreement

**Indemnification.** Each of the Parties will indemnify and hold harmless the other Party, its officers, employees, agents and affiliates for any claims arising from any matter outside the express scope of the Party's obligations under this Agreement. Neither Party shall be held liable to indemnify the other for the negligence of the other Party.

**Sovereign Immunity.** Neither Party waives their sovereign immunity by entering into this Agreement and each Party shall retain protections and limitations of liability provided by the Kansas Tort Claims Act pursuant to K.S.A. 75-6101 et seq. and each Party, to the extent permitted by law, shall have the right to assert the other's defenses and immunities under the Kansas Tort Claims Act.

**8. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES**

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by either Party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are suited within the respective jurisdictions defined herein.

**10. AMENDMENT**

This Agreement represents the entire and integrated agreement between the Parties, is the complete and exclusive statement of its terms, and supersedes all prior negotiations, representations and agreements, whether written or oral. This Agreement may be amended by the City and County; provided however, that all such amendments shall be in writing, executed by both Parties

**11. SEVERABILITY**

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

**12. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

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**IN WITNESS WHEREOF**, the City and the County execute this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and hereby bind themselves, their heirs, successors and assigns to the performance of the terms set forth above, indicated below by their signatures.

**CITY OF OTTAWA, KANSAS**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Attested by:

\_\_\_\_\_

City Clerk

**FRANKLIN COUNTY, KANSAS**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Attested by:

\_\_\_\_\_

County Clerk