

EASTERN KANSAS MULTI-COUNTY  
TASK FORCE

RECIPROCAL INVESTIGATION INTERGOVERNMENTAL LOCAL AGREEMENT

This Agreement made is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, between the Eastern Kansas Multi-County Task Force and the City of Bonner Springs, Kansas, (Participating Member).

Whereas, it is in the interest of the public health, safety, and welfare, for public agencies of the State of Kansas to assist each other in the thorough and prompt investigations of fires and explosions; and

Whereas, this Agreement is between municipalities, within the meaning and definition of KSA 12-2908, to perform a governmental service.

These parties mutually agree as follows:

1. The Eastern Kansas Multi-County Task Force is an organization whose purpose is to provide an investigation group of personnel to support an agency or district within the Eastern Kansas Multi-County Task Force group when needed.
2. The Participating Member hereby agrees to participate in the Eastern Kansas Multi-County Task Force and to comply with the Constitution and By-Laws and the Activation Protocol of the Eastern Kansas Multi-County Task Force, as each may be amended from time to time.
3. Each member of the Eastern Kansas Multi-County Task Force group shall furnish to the other members investigation equipment and personnel and assist in investigating fires and explosions, where such fires and explosions are beyond the investigative capacities of a member and the member requests assistance, as determined by fire chiefs, and/or police chiefs responsible for the investigation of the incidents, subject to the following terms and conditions:
  - a. When making a request for assistance, each member shall provide a written request to the Eastern Kansas Multi-County Task Force group for the necessary fire or law enforcement assistance.
  - b. Each member which agrees to provide responding fire investigators, shall provide personnel meeting the certification requirements of K.A.R 22-19-2 or the NFPA 1033 standard for professional qualifications.
  - c. No member shall be obligated hereby to furnish equipment or personnel under such circumstances as would put at risk the obligation to provide fire protection to its primary area. This determination is within the discretion of the responding member fire chief.
  - d. No member shall be obligated hereby to furnish equipment or personnel under such circumstances as would put at risk the obligation to provide police protection to its primary area. This determination is within the discretion of the responding member police chief.
  - e. Participating Member shall not be responsible for any loss, damage, or injury caused by or resulting from acts or omissions of other agencies through participation in the Eastern Kansas Multi-County Task Force.

- f. Participating Member shall be responsible for all cost and liability of its personnel when participating in the Eastern Kansas Multi-County Task Force and shall maintain suitable liability and workers compensation coverage.
4. This Agreement shall continue perpetually, provided, either party may terminate this Agreement on a thirty (30) calendar day written notice to the other.
5. Participating Member agrees no compensation will be payable for furnishing personnel and/or equipment as contemplated by this Agreement.
6. This Agreement shall not run in favor of or inure to the benefit of any liability insurer or third party. There shall be no third-party beneficiaries to this Agreement.
7. Any damage, loss or liability of Participating Member is subject to the immunity and provisions of the Kansas Tort Claims Act, KSA 75-6101 et seq., and amendments thereto, as construed by the courts of the State of Kansas. Participation in this Agreement does not constitute a waiver of and is conditioned upon the continued application of the Kansas Tort Claims Act to any act in furtherance of this Agreement.

Accepted and agreed to by the Participating Member, and the Eastern Kansas Multi-County Task Force effective the date written above.

Eastern Kansas Multi-County Task Force

By  \_\_\_\_\_  
Corey Sands, Chairperson

Participating Member  
City of Bonner Springs, Kansas

By \_\_\_\_\_

Mayor

Attest:

By \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_