

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS AND JOHNSON COUNTY CONSOLIDATED
FIRE DISTRICT NO. 1**

THIS AGREEMENT, made this ____ day of December 2025, by and between the CITY OF OLATHE, KANSAS, a municipal corporation created and existing under the laws of the State of Kansas (hereinafter, the “City”), and JOHNSON COUNTY CONSOLIDATED FIRE DISTRICT NO. 1, a fire district consolidated, organized, and existing under the provisions of K.S.A. 12-3910, et seq., (hereinafter, the “Fire District”).

WITNESSETH:

WHEREAS, the City is engaged in providing fire protection and related emergency first response and rescue services (hereinafter, “Fire Protection Services”) and is willing to render such Fire Protection Services outside its corporate limits within reasonable terms and conditions; and

WHEREAS, the Fire District seeks such Fire Protection Services from the City covering areas adjacent to the corporate limits of the City, as more particularly described on “Exhibit A”, attached hereto; and

WHEREAS, the parties are authorized by K.S.A. 19-3618 to contract for these services;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for the good and valuable considerations, the parties hereto agree as follows:

1. Purpose of Agreement

The City and Fire District enter into this Agreement for the express purpose of memorializing their mutual understandings and respective obligations and responsibilities in the providing of Fire Protection Services to residents in the area referenced in “Exhibit A” of unincorporated Johnson County, Kansas.

2. Responsibilities of City

CITY will:

- A. Provide Fire Protection Services to the inhabitants and property located within that portion of the Fire District as described in Exhibit A attached hereto and incorporated herein by reference. Specifically, the unincorporated area located north of 159th Street between Pflumm Rd and Clare Rd, and the unincorporated area located north of 167th Street between Lackman Rd and U.S. 169 Highway, and the unincorporated area located north of 175th Street to 167th Street between Lackman Rd on the east and ½ mile west of Ridgeview Rd on the west.
- B. Respond with the appropriate number of personnel and apparatus that are necessary to handle fire and medical calls reported in the areas described in Exhibit A.
- C. Maintain a reasonably sufficient sized staff to provide the agreed upon services.
- D. Have exclusive control and decision-making authority for the tactical implementation of the Fire Protection Services to be provided herein.
- E. Have the responsibility to investigate fires and explosions occurring within the area described in Exhibit A. The City shall also coordinate their investigation efforts with the Johnson County Sheriff's Department, when appropriate.

3. Responsibility of the Fire District

FIRE DISTRICT will:

- A. Provide backup response and assistance for any reported fire in the area designated in Exhibit A, upon the request of a City on-duty Battalion Fire Chief or other Chief Officer.
- B. Provide Code Enforcement and Plan Review Services in conjunction with designated County officials.
- C. Issue and manage all requests for burn permits in the area designated in Exhibit A. The Fire District, working with designated County officials, shall manage all occurrences of illegal burning or open burning complaints within the area listed in Exhibit A.

- D. Work with County officials and conduct inspections that are necessary for this issuance of firework permits within the territory listed in Exhibit A.

4. Term of Agreement

The City and Fire District agree this Agreement will commence on January 1, 2026, and continue through December 31, 2026. This Agreement shall automatically renew each year for an additional one-year period unless either party notifies the other in writing with at least ninety (90) days' notice of its intent to terminate.

5. Insurance

It is understood and agreed by the parties hereto that the City and the Fire District shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein, or comparable self-insurance as authorized by Kansas statutes. Each party (hereinafter the "insured") shall provide to the other certificates of insurance and renewals thereof evidencing such coverages and shall be notified by receipt of written notice from the other party's applicable insurer at least thirty (30) days prior to cancellation of any policy listed on their respective certificates.

General Liability:

Type of Coverage:	Commercial General
Form:	Occurrence
Limits of Protection:	\$500,000 Bodily Injury/Property Damage \$1,000,000 General Aggregate
Conditions Included:	Personal Injury Products/Completed Operations E/M/T. & Paramedic Medical Malpractice

Automobile:

Form: Commercial Auto

Automobiles Covered: Any Auto

Limits of Protection: \$500,000 Combined Single Limits

Conditions Included: Hired and Non-owned Liability

Workers Compensation:

Coverage: Statutory

Employer's Liability:

Bodily Injury by Accident: \$100,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$100,000 each employee

Conditions: Voluntary Compensation

The insured shall carry Public Entity Management Liability and Employment Practices Liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 aggregate or declare self-insurance.

Commercial insurance coverage will only be accepted from an insurance carrier who offers proof that it:

- a. Is licensed to do business in the State of Kansas.
- b. Carries a Best's policyholder rating of A minus or better; and when available,

- c. Carries at least a Class X financial rating, or is a company mutually agreed upon by the City and Fire District.

6. Indemnification

Both parties to this Agreement acknowledge that worker's compensation shall be the sole remedy for work related injuries or illness. Both parties to this Agreement hereby assume responsibility and liability and agree to indemnify the other party from any and all damage to persons or property caused by or resulting from or arising out of their own negligence or omission in performance or failure to perform under the terms of this Agreement. Both parties to this Agreement shall hold harmless and indemnify the other, to the fullest extent permitted by law, from and against any and all claims, losses or expenses, including but not limited to counsel fees, which the other party may suffer, pay or incur as a result of claims or suites dues to, or arising out of, performance or omission of performance of its duties under this Agreement, limited to the extent that the parties' negligence or omissions contributed to the same. Neither party shall be held liable to indemnify the other for the negligence of the other party. Nothing in this Agreement shall be construed as a waiver by either party of any limitation of liability provided by the Kansas Tort Claims Act.

7. Statutory Privileges and Immunities

The parties agree that the provisions of K.S.A. 12-111 pertaining to fighting fires beyond the limits of the City apply to this Agreement and that each party shall have the right to assert its own and the other party's immunities from liabilities and exemptions from laws for any claims or demands.

8. Cancellation of Previous Agreement

The parties agree this Agreement, as of January 1, 2026, supersedes and replaces any existing fire protection agreement between the City and Johnson County Fire District No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, and year first above written.

CITY OF OLATHE, KANSAS

By: _____

John Bacon, Mayor

ATTEST:

Brenda Swearingian, City Clerk

APPROVED AS TO FORM:

Aubrey Sample, Public Safety Legal Advisor

JOHNSON COUNTY CONSOLIDATED FIRE DISTRICT No. 1

By: _____

Mike Kelly, Chairman

ATTEST:

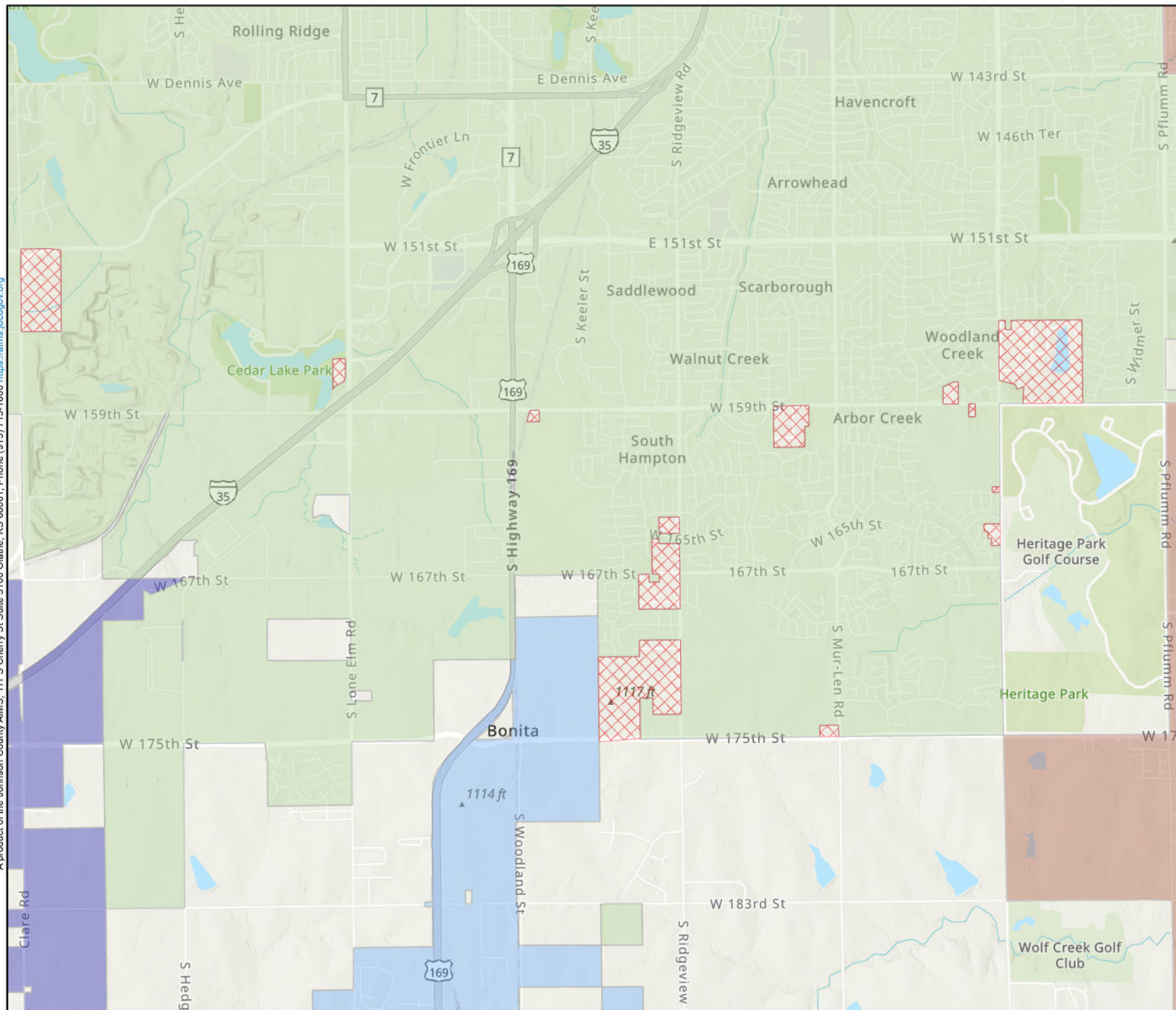
Megan Johnson, Deputy County Clerk

APPROVED AS TO FORM:

Ethan Brown, Fire District Legal Counsel

Exhibit A Consolidated FD #1 and Olathe Fire

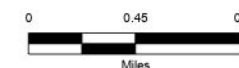
- Gardner
- Olathe
- Overland Park
- Spring Hill
- Contract Area



JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping



MAP/DATA DISCLAIMER: It is understood that, while the AIMS participating agencies and information suppliers have no intention and notice to deliver that their own inaccuracies in information incorporation be those only. AIMS AND ITS SUPPLIER MAKE NO REPRESENTATION OF ANY KIND, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE INFORMATION, DATA, OR SERVICE FURNISHED HEREIN.



November 21, 2025