

**EASTERN KANSAS MULTI-COUNTY
TASK FORCE**

RECIPROCAL INVESTIGATION INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December 20 17, between the Eastern Kansas Multi-County Task Force and City of Olathe, a public entity which is located within one of the counties of Johnson, Miami, Leavenworth, or Wyandotte in the State of Kansas. After have been duly considered and approved by the Attorney of the State of Kansas;

WITNESSETH:

Whereas: it is considered to be advantageous to all parties to assist each other in investigations of fires and explosions where investigation personnel of only one of the parties would be inadequate to thoroughly and promptly investigate a fire or explosion; and

WHEREAS, this agreement is entered into pursuant to the authority of K.S.A. 12-2904, and amendments thereto;

NOW THEREFORE, in consideration of the mutual agreement herein, these parties mutually agreed as follows;

1. The Eastern Kansas Multi-County Task Force is an organization whose purpose is to provide an investigation group of personnel to an agency or district within the Eastern Kansas Multi-County Task Force group when needed.
2. Each party shall furnish to the other available investigation equipment and personnel and assist in investigating fires and explosions, where such fires and explosions are beyond the investigative capacities of their respective fire departments, police departments, or fire districts as determined by fire chiefs, and/or police chiefs responsible for the investigation of the incidents, subject to the following terms and conditions:
 - a. No party shall be obligated hereby to furnish equipment or personnel under such circumstances as would materially weaken the fire protection to its primary area. This determination is within the discretion of its fire chief.
 - b. No party shall be obligated hereby to furnish equipment or personnel under such circumstances as would weaken the police protection to its primary area. This determination is within the discretion of the police chief.
 - c. Each party waives all claims against the other for any loss, damage, personnel injured or death occurring in consequence of the performance of such agreement.
 - d. No liability shall attach to any party or account for the performance hereby or act performed or omitted hereunder.
 - e. Neither the parties nor their employees shall be liable in damages to any person by reason of any act or omission arising out of this agreement.
 - f. The parties agree to allow the By-Laws of the Eastern Kansas Multi-County Task Force to be the rules of the organization and the Board of Directors of the organization shall determine when the Task Force should operate, and how the Task Force operates.
3. In the event the Task Force should disband, any personal or real estate properties that have been purchased, collected, donated or otherwise obtained shall be disposed of in one of the following manners:

- a. The property shall be returned to the parties or agency who donated the property.
 - b. The property shall be sold by sealed bid or auction and the proceeds returned to the parties or agencies who provided them.
 - c. If the property cannot be returned to the agency or parties who donated them then the property shall be sold and converted to cash and placed in the Task Force Funds.
 - d. All cash remaining in the Task Force Funds shall be equally distributed to the participating members' governmental agencies.
 - e. A majority vote of the Task Force Board of Directors shall determine which of the previous options shall be used.
4. This agreement shall continue perpetually from the 19th day of December, 2017; provided, however, this agreement may be terminated by any party on a thirty (30) day written notice to the Board of Directors.
 5. No compensation, money or otherwise, will be payable to any party for their performance in furnishing personnel and/or equipment as required by this agreement.

IN WITNESS WHEREOF, the parties entering into this agreement within the jurisdictions and counties of Johnson, Miami, Leavenworth, and Wyandotte Counties in the State of Kansas and upon approval of such agreement by the Attorney General in accordance with K.S.A. 12-2904(g), along with the filing of this agreement with the Secretary of State Kansas and the Register of Deeds office where those counties are in. This agreement shall be in full force and effect, the parties have here into set their hands this 19th day of December, 2017.

By

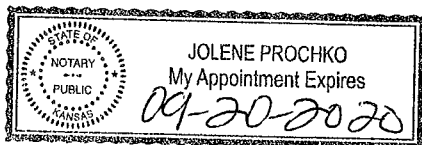
David F. Bryant III
Signed Deputy City Clerk
Carey A. Jones

WM Galt
Mayor

President - EKMCTF

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by David F. Bryant III.

Jolene Prochko
Notary Signature



My commission expires: 09-20-2020