

**AGREEMENT FOR ENHANCED AUTOMATIC AID RESPONSE  
BETWEEN  
SEDGWICK COUNTY FIRE DISTRICT #1 AND  
THE CITY OF DERBY, KANSAS**

**THIS AGREEMENT** is made and entered into this 8<sup>th</sup> day of December, 2015, by and between the Board of County Commissioners of Sedgwick County as the Governing Body of Sedgwick County Fire District Number One (SCFD #1), and the City of Derby, Kansas (City), for the purpose of establishing an Enhanced Automatic Aid Response System to regulate certain operations involving both the SCFD #1 and the Derby Fire and Rescue Department (DFRD).

**WHEREAS**, the parties seek to maximize the protection of life and property within their respective jurisdictions and make the most efficient use of available equipment in the areas served by DFRD and SCFD #1;

**NOW THEREFORE**, subject to the Mutual Aid Agreement heretofore executed, the parties agree as follows:

1. The Agreement for Enhanced Automatic Aid Response shall apply within each of the following described areas herein referred to as the designated area(s) (See attached map):

Beginning at the intersection of 55<sup>th</sup> Street South and Clifton; thence east to 159<sup>th</sup> Street East; thence south to 119<sup>th</sup> Street South; thence west to Broadway; thence north to 63<sup>rd</sup> St. South; thence east to Hydraulic; thence southerly along the Big Ditch; thence northerly along the river to 63<sup>rd</sup> Street South; thence east to Clifton; thence north to 55<sup>th</sup> Street South; **except that portion located within the corporate limits of the City of Wichita, Kansas and the city limits of Mulvane, Kansas**; including the corporate limits of the City of Derby, Kansas;

The corporate limits of the City of Haysville shall also be included for apartment fire and commercial building fire responses.

2. Upon notification through the emergency communications system of any type of incident requiring a single unit response inside the designated areas of the Fire District or the corporate limits of The City of Derby, the closest single unit shall respond to the alarm assignment.
3. Upon notification through the emergency communications system of any type of incident requiring a multiple unit response inside the designated areas of the Fire District, or the corporate limits of The City of Derby, the closest single unit shall respond, then additional units shall respond to the alarm assignment from the department having jurisdiction, unless otherwise noted within this agreement.
4. Upon notification through the emergency communications system of a structure fire, apartment fire or building fire inside the city limits of Derby, SCFD #1 will respond with an Engine, Tender or Squad, and Division Chief.
5. Upon notification through the emergency communications system of a structure fire within the designated area of the Fire District, DFRD will respond with an Engine. For person(s) trapped, DFRD will respond with an additional Squad.
6. Upon notification through the emergency communications system of an apartment fire or commercial building fire within the designated area of the Fire District, or inside the corporate limits of The City of Haysville, DFRD will respond with a Quint and a Squad.

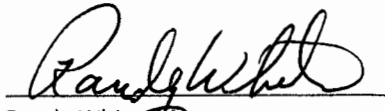
7. Henceforth, if SCFD#1 Station 36 and DFRD units are of limited status, each department may request units to fill the other's stations. If DFRD is providing a unit at Station #36, they will be available to respond to alarms within the boundaries of the Fire District.
8. The term "Unit", within this agreement, shall be defined as any of the following: Engine, Quint, Tender, Squad, Division Chief, or Specialty Apparatus (Haz-Mat, Heavy Rescue, and Boats).
9. Where used in this Agreement, "Quint Company, Engine Company, Tender or Squad Company" means any of the above apparatus staffed and equipped at or above the minimum level specified in each department's Standard Operating Procedures.
10. SCFD #1 and DFRD shall notify each other in advance of any changes in its equipment, staffing, or organization that will materially affect its ability to meet its obligations under this Agreement; provided that no notice shall be required by reason of temporary unavailability of equipment.
11. In the event of an automatic aid response pursuant to this agreement, the responding organization shall report to the officer in charge of the department having jurisdiction at the location to which response is made.
12. SCFD #1 and DFRD will take appropriate action to obtain all information necessary to complete a State Fire Incident Report for each incident, and to that end, shall exchange such information as needed. In addition, data pertaining to insurance, fire loss, arson investigation, and related purposes shall be shared as needed. SCFD #1 and DFRD shall cooperate during fire scene examination and investigations as circumstances warrant.
13. Within the scope of this Agreement, and except with respect to Mutual Aid Agreement heretofore executed by the parties, this Agreement shall have priority over all other agreements between the parties.
14. Each party waives any and all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performance pursuant to this Agreement.
15. Neither party shall be required to indemnify the other for any cost incurred pursuant to this Agreement.
16. No real or personal property shall be acquired, held, or disposed of pursuant to the terms of this Agreement.
17. The SCFD #1 Fire Chief and the Derby Fire Chief shall be responsible to administer and annually review this Agreement.
18. Either party may terminate this Agreement at any time by written notice to the other, given not less than ninety (90) days prior to the date of termination.
19. This Agreement shall be effective from and after the date of its execution by both parties and shall remain in force until terminated in writing by either party.
20. The provisions of this Agreement shall become effective by due passage of an ordinance by the Derby City Council and a resolution by the Board of County Commissioners of Sedgwick County. This agreement is

authorized by K.S.A. 19-3608, and shall not be regarded as an interlocal agreement involving joint or cooperative action under the provisions of K.S.A. 12-2904.

DATED this 8<sup>th</sup> day of December, 2015.

CITY OF DERBY, KANSAS

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

  
Randy White, Mayor

---

Richard Ranzau, Chairman  
Commissioner, Fourth District

ATTEST:

ATTEST:

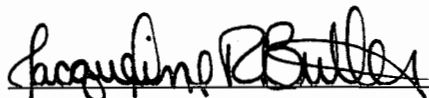
  
Karen Friend, City Clerk

---

Kelly Arnold, County Clerk

Approved as to Form:

Approved as to Form:

  
Jacqueline R. Butler, City Attorney

---

Justin M. Waggoner,  
Assistant County Counselor