

City of Sedgwick  
City Council Meeting  
November 5, 2025

**TO:** Mayor and City Council

**SUBJECT:** Emergency Medical Services Mutual Aid Agreement

**INITIATED BY:** Administration

**AGENDA:** New Business

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**Background:** Prior to 2017, the City was part of a county wide mutual aid agreement for emergency medical services. With the resurgence of the City EMS service, staff felt it prudent to reestablish this agreement with the agencies within the county. This agreement has been presented and approved to form by the governing bodies of the cities of Hesston, Newton, and Halstead.

**Analysis:** The agreement language is verbatim of the original agreement and states that all participating agencies in Harvey County would be able to request mutual aid assistance from each other in case of emergency. Each agency's director could decline assistance if they are unable to fulfill the request due to an ongoing emergency locally or if by providing assistance an undue hardship would be present within their community.

**Financial:** In providing mutual aid, if we transport or provide services to a patient, we would be the agency who would bill for services. Aside from that, there are no additional costs to provide this service.

**Recommended Action:** It is recommended that the governing body approve the mutual aid agreement as presented.

**Attachments:** Agreement

## EMERGENCY MEDICAL SERVICE MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into and is effective as to each of the signatories upon the execution of this Agreement by each as shown below.

WHEREAS, the parties consist of municipalities in the State of Kansas which desire to secure to their respective geographical area the benefits of mutual aid with each other in emergency medical service equipment, personnel and other resources, for the protection of life during emergencies, such as emergency medical incidents, rescue incidents and natural disasters;

NOW THEREFORE, in consideration of the mutual promises herein set forth the parties agree as follows:

I. The term Requesting Party shall mean a signatory emergency medical service organization that is requesting mutual aid assistance from other emergency medical service organizations under the terms of this Agreement. The term Responding Party shall mean a signatory emergency medical service organization that is called upon to provide mutual aid assistance under the terms of this Agreement.

2. Upon request for mutual aid assistance, the Responding Party will send equipment, personnel and other resources to any point within the area for which the Requesting Party normally provides services. The authority in charge of the Responding Party shall be the sole judge of whether the request for assistance can be furnished under the circumstances of each particular case, if any. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm, or corporation for failure to give assistance requested, or for the level of assistance provided, or for any other reason. Instances in which the Responding Party may not provide assistance as requested include, but are not limited to, those instances in which in the judgment of the authority in charge of the Responding Party, the rendering of such assistance may compromise the safety of the area served by the Responding Party.

3. Any dispatch of equipment or personnel pursuant to this Agreement is subject to the following conditions:

- (a) Any request for aid hereunder shall include a statement of the requested resources, and shall specify the location for response.
- (b) The parties agree to operate and coordinate the emergency incident within the organizational framework of the Incident Command/Management System.
- (c) The Responding Party's operational units shall be under the immediate supervision of the Responding Party's designated representative.
- (d) Each of a party's personnel shall abide by and be subject to the rules, regulations, policies, general orders and standard operating procedures of his or her own employer. Such rules, regulations, policies, general orders and standard operating

procedures shall stand, control and supersede any contradictory or contrary direct orders given such personnel by the personnel of any other party, even though the latter may be in a position of command as to the incident.

- (e) A Responding Party shall be released by the Requesting Party when, in the judgment of the Incident Commander, the services of the Responding Party are no longer required; provided, however, it is mutually recognized that each party hereto owes its primary allegiance and services to its own area and, therefore, the Responding Party may be recalled by its Emergency Medical Service Director or other appropriate designated representative if a need exists for the Responding Party to return to its normal service area.
- (f) Each party agrees to cooperate and participate in the development of operational guidelines to be used during response incidents, including guidelines covering dispatch procedures, communications, apparatus response, tactical operations, medical control and EMS protocols, incident command and incident reporting.

4. Each party, in consideration of this Agreement to provide assistance, does so at its own expense and does hereby waive any and all claims against each of the other parties hereto for reimbursement, damages or compensation for any costs, losses, damages, personal injuries, deaths, or any other matters occurring as a consequence of performance, or lack of same, under this Agreement. Nothing herein, however, shall prevent or restrict the submission of the expenses of any party for payment or reimbursement from any State or federal agency which otherwise has responsibility therefor, or for payment or reimbursement from any non-party to this Agreement who may have legal liability in relation to the incident and the costs of response.

5. In the absence of a specific written agreement between the parties providing otherwise, and regardless of who might be directing the actions of the personnel of any party hereto while such personnel are in the course of providing aid and assistance, all personnel of a Responding Party shall remain the employees of the Responding Party for all purpose of pay, benefits and insurance coverage of all types, including workers compensation insurance and including responsibility for workers compensation coverage and benefits. This provision shall likewise apply as to personnel who are engaged in any other types of cooperative law enforcement activities, including task forces and special investigative or response teams.

6. It is recognized that the interests herein are mutual and the contract is entered into for the common good of the general public of the parties hereto, and solely for the overall governmental purposes of each. All parties to this Agreement shall to the extent possible comply with and enjoy the benefits of all applicable Kansas statutes and administrative rules as they address the services to be provided herein.

8. The term of this Agreement shall be for one (1) year from the date of this Agreement. This Agreement shall automatically renew on each anniversary date hereof in the absence of a termination thereof. Any party may terminate their participation in this Agreement by providing written termination notice to the other parties not less than three (3) months prior to an annual renewal date of the Agreement.

9. This Agreement, and every part thereof, shall be mutually binding upon the parties hereto, their respective successors in interest and assigns.

10. This Agreement contains the entire agreement between the parties hereto and no additions or modifications of any term or provisions shall be effective unless set forth in writing, signed by all the parties.

11. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day, month and year as indicated below.

CITY OF SEDGWICK, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF NEWTON, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF HALSTEAD, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

BURRTON CONSOLIDATED FIRE  
DISTRICT # 5

BY: \_\_\_\_\_  
Fire Board Chair

ATTEST:

\_\_\_\_\_  
Treasurer

CITY OF HESSTON, KANSAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk