

AGREEMENT OF UNDERSTANDING

THIS AGREEMENT ("AOU") is effective as of 12:00 p.m. on May 1, 2022 ("**Effective Date**"), by and between Bourbon County, Kansas, a political subdivision of the State of Kansas ("**COUNTY**") and City of Fort Scott, Kansas, a political subdivision of the State of Kansas ("**CITY**") for the term of 1 year, ending on May 1, 2023.

RECITALS

County and City are parties to that certain Agreement dated May 1, 2022 (the "**Agreement**"), pursuant to which County has agreed to work with and compensate the City; and City has agreed to provide services and assume certain obligations of County and this Assignment is contemplated by the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, delivery, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

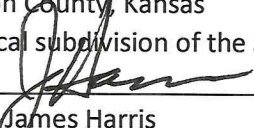
1. Recitals. The above recitals are incorporated herein by reference.
2. Agreement of Understanding. As of 12:01 a.m. on May 1, 2022 (the "**Effective Date**"), County hereby compensates, transfers and sets over to City payments of \$2,500.00 dollars per month for dispatch for BCEMS and \$1,500.00 per month for the use of the 3rd EMS truck operated by the Fort Scott Fire Department. City hereby accepts the Agreement of Understanding and agrees to continue maintenance of the BCEMS vehicles and equipment and allow BCEMS to fuel the EMS vehicles at the City's pump and in turn bill the County monthly for said services. City will perform all of the duties, obligations, terms, provisions of this Agreement of Understanding and the County will forward all payments on to the City in a timely matter at the end of each month.
3. Indemnification of County. City hereby agrees to indemnify, save, defend and hold harmless County from and against any and all claims, actions, damages and costs (including reasonable attorneys' fees) in connection with the Agreement of Understanding accruing up to and including the Effective Date or arising out of the failure of City to perform its obligations under the Agreement of Understanding or any lack of enforceability of any of the Agreement of understanding due to any act or omission of County on or prior to the date hereof.
4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments that is needed for the Agreement of Understanding and to take such other action as such other party may reasonably request to more effectively consummate the Agreements and assumptions contemplated by this Agreement.

5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Kansas without regard to conflicts or choice of law principles except as those laws are preempted by federal law.

6. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes. The parties and shall be deemed and treated as an original document.

IN WITNESS WHEREOF, the parties have executed this Agreement of Understanding as of the date first above written.

COUNTY:

Bourbon County, Kansas
a political subdivision of the State of Kansas
By: 
Name: James Harris
Title: Chairperson of the Board, Bourbon County, Kansas

CITY:

City of Fort Scott, Kansas
A political subdivision of the State of Kansas

By: _____
Name: Kevin Allen
Title: Mayor