

MEMORANDUM OF UNDERSTANDING PURSUANT TO INTERLOCAL AGREEMENT

This Memorandum of Understanding, made final on the date of the last signature below between the City of Lansing, KS (“City” or “City of Lansing”), Delaware Township, and High Prairie Township (collectively the “Parties”), memorializes the disposition of property of Leavenworth County Fire District No. 1 (the “Fire District”) pursuant to Section 10(c) of the June 2003 “Interlocal Cooperation Agreement for the Establishment of a Joint Board, a Fire District Board of Trustees, and the Funding and Operation of Fire District No. 1, County of Leavenworth, Kansas” (the “Interlocal Agreement.”)

1. Allocation of buildings and major equipment: The Parties hereby agree that the buildings and equipment of the Fire District shall be apportioned as follows, effective January 1, 2025:

Asset	Agreed Valuation	Recipient	High Prairie	Delaware/Lansing
Station #1	\$1,950,000	Delaware/Lansing		\$1,950,000
Station #2	\$507,500	High Prairie	\$507,500	
2017 Pierce (562)	\$427,500	Delaware/Lansing		\$427,500
2014 Pierce (561)	\$330,000	High Prairie	\$330,000	
2007 E-One (571)	\$156,250	Delaware/Lansing		\$156,250
2005 E-One (572)	\$93,750	High Prairie	\$93,750	
2011 Dodge Brush (565)	\$73,750	Delaware/Lansing		\$73,750
2009 Dodge Brush (575)	\$58,750	High Prairie	\$58,750	
2017 Chevy Silverado (568)	\$37,250	Delaware/Lansing		\$37,250
2013 Ford F350 (569)	\$21,000	High Prairie	\$21,000	
Ford Expedition (New)	\$67,000	Delaware/Lansing		\$67,000
2015 Kubota & Trailer	\$23,250	High Prairie	\$23,250	
14’ John Boat (2020)	\$4,000	Delaware/Lansing		\$4,000
20’ Boat Trailer & associated Equip.	\$4,000	Delaware/Lansing		\$4,000
Total Value of Assets Received			\$1,034,250	\$2,719,750
Appraisal Breakdown			\$914,099	\$2,839,901
Overage			\$120,151	\$120,151

Percentage Value of Above-Listed Physical Assets

\$3,754,000

Breakout Per County Clerk

Lansing	63.85%	\$2,396,929
High Prairie	24.35%	\$914,099
Delaware	11.8%	\$442,972

2. Availability of Unit 572: In the event of a catastrophic breakdown or major accident to the 2017 Pierce (562) or the 2007 E-One Typhoon (571) between January 1st, 2025 and June 30, 2025, the City of Lansing, Delaware, and High Prairie mutually agree to allow the Delaware/Lansing Fire Department to operate the 2005 E-One Typhoon (“Unit 572”) temporarily, until 562 or 571 is repaired, or until the new Spartan S180 is delivered. The City of Lansing would be responsible for insuring Unit 572 while using it temporarily, and would be responsible for any damage and repairs to said truck during its usage. The Parties further agree that should it be necessary for the Delaware/Lansing Fire Department to operate Unit 572 as described above: (a) Unit 572 will be used only for emergencies; (b) in the event that Unit 572 is damaged beyond repair while in use by the City/Delaware Township, the City will be liable to High Prairie Township for replacement cost of the vehicle in the amount of the agreed-upon valuation of \$93,750; and (c) High Prairie Township firefighting personnel may pick up Unit 572 directly from Station #1 if needed by High Prairie Township in event of an emergency.

3. Allocation of additional equipment/inventory: The Parties agree that, to the maximum extent allowed by the Interlocal Agreement, their incoming Fire Chiefs, or other firefighting personnel designated by a Party, will be responsible for working together to determine which equipment/inventory accompanying the above-described assets, but not itemized above, suits their future department best. The governing bodies of the Parties will become involved in this process only if the Fire Chiefs or other designated personnel are unable to reach agreement. The Fire Chiefs or other designated firefighting personnel will make best efforts to complete the process described in this paragraph by December 6, 2024.

4. 2024 Motor vehicle taxes: All Parties agree the motor vehicle taxes collected in 2024, to be disbursed in 2025, should be disbursed to each Party based on what each Party has paid, as previously stated in a Resolution of the Fire District #1 Board of Trustees.

5. KMIP Distribution: All Parties acknowledge High Prairie is receiving more apparatus assets than their appraised value share by \$120,151, as described in paragraph 1. The Parties all agree that the cash reserves of Fire District 1, held in the Kansas Municipal Investment Pool (KMIP), are “property utilized and or owned by the Fire District” and “assets of the Fire District” within the meaning of the Interlocal Agreement, Section 10(c) and that therefore they are to be distributed to the three entities as provided in that section. Such distribution is to occur by December 31, 2024 on a date to be determined by the current Fire District Board of Trustees. The above allocation of assets is based on the representation by Fire District 1 leadership that the balance of the KMIP funds is approximately \$846,000, and the assumption that those funds are, in fact, available to be distributed to the Parties, with the above-shown overage for High Prairie Township to be paid out of its KMIP Distribution. If that assumption changes prior to payout of the KMIP funds, the Parties will work cooperatively to modify the existing allocation.

6. City of Lansing and Delaware position on High Prairie Township future fire protection: In light of the Parties’ agreement on the above-described matters, the Parties hereby memorialize that there is no objection by the City of Lansing or Delaware Township to High Prairie Township’s proposal to the Board of County Commissioners that as an interim solution for 2025, Fire District 1 provide services only to High Prairie Township under the supervision of the High Prairie Township board, with funding provided only by High Prairie Township and no taxation of Lansing or Delaware Township to pay for fire protection in High Prairie Township.

7. Execution. This agreement may be executed in counterparts and is effective upon the last-dated signature of the Parties below.

For the City of Lansing, Kansas: _____

Attest: _____

Date: _____

For Delaware Township: _____

Attest: _____

Date: _____

For High Prairie Township: _____

Attest: _____

Date: _____