

**CONTRACT GOVERNING THE PROVISION OF
FIRE SERVICES**

BY

THE CITY OF LANSING, KANSAS

TO

DELAWARE TOWNSHIP IN LEAVENWORTH COUNTY, KANSAS

THIS CONTRACT is made and entered into this ___ day of _____ 2024 by and between the City of Lansing, Kansas, a municipal corporation, and Delaware Township, a body politic and corporate.

RECITALS

- A. K.S.A. 12-2908 authorizes the City of Lansing, Kansas, a municipal corporation ("City"), and Delaware Township a body politic and corporate ("Delaware Township") to contract to perform any governmental service, activity, or undertaking that each municipality is authorized by law to perform, including the provision of fire protection services.
- B. The City and Delaware Township now desire to enter into a Contract whereby the City will provide fire protection services to Delaware for a ten (10) year period, commencing at 12:00 a.m. on January 1, 2025, and expiring at 11:59 on December 31, 2034.

Goals and contract intent, to ensure clear understanding, the following statements are defined as guiding principles of this document:

- People are the greatest concern and the City of Lansing's first priority. Great care must be expended to ensure that employment promises made by Fire District #1 are kept, (i.e., such as retirement, payment for accrued vacation and sick time are handled appropriately) and firefighters receive their promised payments as the Fire District #1 (FD1) is dissolved. Bottom line is that the current firefighter's finances and benefits must not be intentionally negatively impacted.
- Funding for firefighting services for townships will follow the same funding lines/accounting that was established for the Fire District by Leavenworth County. Unique and separate tax assessments by townships, for the township (not FD1) are not affected by this agreement. Only funding previously identified for FD1 at Leavenworth County will be redirected to Lansing for firefighting services by the townships in accordance with this contract
- The City of Lansing's intent is to operate its Fire Department within the previous Fire District #1 fiscal constraints until property assessment changes, township population

growth or other unforeseen impacts makes a review with the township unavoidable in accordance with this contract.

- Township elected trustee(s) will determine if they want to keep specific equipment or receive a buy-out from the City of Lansing in accordance with the percentage of ownership determined by Leavenworth County using assessed value agreed upon.
- Township reserve funds remain the responsibility and exclusive control of the owning township. The elected trustee(s) will exercise full control of their reserves including any equipment buy-outs funds from the City of Lansing. Township trustee(s) will determine where and how the reserve funds are managed in accordance with Kansas Laws.
- The Lansing Fire Chief will have operational control of Lansing fire-fighting equipment and firefighting personnel duties.
- The Lansing Fire Chief will lead the Lansing Fire Department as a distinct entity in the same manner as other departments within the City of Lansing, Kansas. The Fire Chief will prepare budgets and other administrative duties in accordance with City of Lansing procedures.
- The Lansing Fire Chief will make all firefighting equipment needs identification and purchasing recommendations including recommendations to townships to achieve future needs supporting a township(s) goal. This does not imply that the City of Lansing will use Lansing funds to purchase the township their unique equipment. That will be identified and agreed upon during annual coordination meetings in accordance with this contract.
- The township will control any township owned fire-fighting stations/equipment, but they may permit/assign operational control to the Lansing Fire Chief to pre-position/augment their station with Lansing equipment and staff personnel in support of this contract as the Lansing Fire Chief deems appropriate. Any equipment under the operational control of the Lansing Fire Chief will be maintained by the Lansing Fire Department.
- The township elected official/trustee will advise the Lansing City Council of future township visions and intent (i.e., in 5-10 years to have a separate fire-department with automatic and/or mutual aid agreement capabilities) as well as any issues they have identified, if any. Lansing City Council and the Lansing Fire Chief will assist/support the township's future goals to the maximum extent possible within this contract. The City of Lansing will keep townships informed of firefighting capabilities (including ISO ratings), purchase recommendations and coordinate annual contract reviews in accordance with this contract.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

TERMS

1. The term of this Contract shall be ten years, commencing at 12:00 a.m. on January 1, 2025, and terminating at 11:59 p.m. on December 31, 2034. Unless notice of termination is given, contract shall automatically renew for a subsequent ten-year term.
2. Delaware Township shall pay to the City the monetary amount of Nine Mills (ad valorem taxes) on or before the dates set forth below in exchange for the City's provision of fire protections services:

Year	First Payment Due	Second Payment Due	Final Payment Due
2025	2-1-2025	7-1-2025	11-1-2025
2026	2-1-2026	7-1-2026	11-1-2026
2027	2-1-2027	7-1-2027	11-1-2027
2028	2-1-2028	7-1-2028	11-1-2028
2029	2-1-2029	7-1-2029	11-1-2029
2030	2-1-2030	7-1-2030	11-1-2030
2031	2-1-2031	7-1-2031	11-1-2031
2032	2-1-2032	7-1-2032	11-1-2032
2033	2-1-2033	7-1-2033	11-1-2033
2034	2-1-2034	7-1-2034	11-1-2034

3. The City and Delaware agree that the payments reflected in Section 2 of this contract may be re-negotiated, at the discretion of either party, if the assessed valuation of Lansing and Delaware is reduced by ten percent or greater from the amount of the assessed valuation as of January 1, 2025, at any time during the term of this Agreement. It is the intent of this provision to avoid a large increase in the property tax mill levy of Lansing and Delaware if the assessed valuation has significantly reduced because of significant reductions in the market value of property, City annexation, natural or man-made calamity causing the destruction of property, etc.

4. Individual property owners of Delaware Township shall not be required to enter into an agreement with the City to reimburse the City for fire protection services provided to the individual property owner during the term of this Agreement.

5. The Chief of the Fire Department, or designee, shall have the right in every case to determine appropriate assignment of any portion of the department's equipment and personnel to an emergency in, or call to, Delaware Township. The Fire Chief, in their expertise, shall oversee all day-to-day operations of the Fire Department, similar to the Police Chief in his position. All personnel actions, including but not limited to hiring and firing, shall be made in coordination with the City's Human Resources staff, like other City departments. The City Council shall set the budget for the Fire Department in coordination with the Fire Chief, Finance Director, and City Administrator, similar to the Police Department.

6. The contract deliverables and performance standards are shown in the addendum at Exhibit 1. A Fire Protection Advisory Board shall meet three times a year with the Mayor, Fire Chief, City Administrator, and two representatives identified from each jurisdiction. The purpose of these meetings

will be to review the contract performance, assess and modify the metrics used to evaluate the department's performance and recommend modifications to such metrics as may seem appropriate to the governing bodies of the signatories. The Advisory Board will formulate ideas for improvement and discuss the existing service within each jurisdiction. The Fire Chief shall prepare an update for the Board and governing bodies, outlining standards of performance, including readiness, response time, service effectiveness, and public safety. Each category shall be graded on the levels of readiness by Fully Mission Capable (FMC), Mission Capable (MC), and not mission capable (NMC). This addendum is to be considered the statement of work for the contract and may be modified by agreement of the signatories without the necessity of renegotiating the base contract document. The addendum is included in the appendix of this document.

7. This Agreement may be terminated without cause by either party with 18 months' written notice. A failure to deliver the service to the standards outlined in the statement of work shall constitute a breach of contract and cause the signatories to determine and appropriate remedy and timeline for implementation. The intent is first to remedy the breach by either modification of the statement of work or to agree that said breach cannot be reasonably remedied, in which case modification of the base contract or legal action may be pursued by the signatories.

8. The parties agree that an automatic review of the terms of this agreement will commence on or about on January 1 annually. One of the purposes of this meeting is to determine the feasibility of the current Nine (9) Mill payment or if an increase is needed to maintain or improve the level of fire protection. Any increase must be agreed upon by both parties and written agreements signed.

9. The Fire Chief, and his supporting staff, shall carry out their duties in accordance with their job descriptions. The Fire Department shall respond to all incidents within the City of Lansing and Delaware Township in a timely manner, as well as locations within the mutual and automatic aid area, as practicable. The Chief shall oversee the staff of the department, which will be budgeted for all existing full-time employees, as well as part-time employees and volunteers, as needed. The Chief shall be responsible for ensuring crews are dispatched to each incident within Lansing and Delaware Township in a timely manner.

10. The City affirms all funds received from Delaware shall be deposited into a separate fund to be used specifically and exclusively for fire protection and emergency response. Revenues from Delaware shall not be deposited into the General Fund. Reserves within the Fire Protection Fund can be used for fire equipment, fire employee bonuses, or other specific fire protection expenses. Funds not expended shall be invested in the Municipal Investment Pool, or other interest-bearing fund. All interest generated shall be retained within the Fire Protection Fund.

11. The City shall at all times save and hold harmless Delaware Township from all liability, costs, damages, and expenses of any kind, for the payment of which Delaware Township may become liable to any person, firm, or corporation by reason of any claim or damages to providing fire protection services. Delaware Township shall at all times save and hold harmless the City from all liability, costs, damages, and expenses of any kind, for the payment of which the City may become liable to any person, firm, or corporation, by reason of any claim or damages to the extent caused by any wrongful act or omission on the part of Delaware Township, its employees, or officials.

City of Lansing Kansas
Fire Protection Service Contract

12. The parties shall not assign this Contract to a third party without the other party's prior written consent.
13. This Contract is made subject to any and all State statutes now in effect, or that may hereafter take effect, that relate to and affect the subject matter of this Contract, during the time the same is in effect.
14. If any section, sentence, clause, or phrase of this Contract is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Contract.
15. Each of the persons executing this Contract, on behalf of the respective parties, represents and warrants that said person have the authority to bind the party on behalf of whom said person has executed this Contract, and that all acts required and necessary for authorization to enter into and to execute this Contract have been completed.
16. This Contract shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed and approved a of the date noted above.

Anthony R. McNeill
Mayor
City of Lansing

ATTEST

Travis Hunsecker
Trustee
Delaware Township

ATTEST

City of Lansing Kansas
 Fire Protection Service Contract

Enclosure #1 – 2024 Funding Discussion Details

Fire District#1 2024 Funding Sources (Budget extract). If the Fire District is not a taxing entity in 2025 it will not receive any of the following funding categories. Each contracting entity will need to initially budget an additional 9 mills (Ad Valorem Tax) for Fire Protection and that will be the sole amount paid to the City of Lansing for fire protection services as discussed individually in the township extracts below. **(Note:** The FD1 extract below includes Lansing, High Prairie and Delaware combined tax funding).

Fire District No. 1
 Leavenworth County
FUND PAGE FOR FUNDS WITH A TAX LEVY

2024

Adopted Budget General	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	149,178	29,896	12,951
Receipts:			
Ad Valorem Tax	1,357,127	1,539,186	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	14,750	5,552	
Motor Vehicle Tax	155,813	156,685	151,266
Recreational Vehicle Tax	2,452	2,293	2,341
16/20M Vehicle Tax	1,383	883	1,686
Commercial Vehicle Tax	4,162	4,697	3,406
Watercraft Tax			1,155
LAVTR			0
Excise	102		104

Encl 1, FD1 Consolidated 2024 Budget Fund Page Extract

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Delaware Township 2024 Funding Sources (Budget extract). Assuming FD1 is dissolved and Delaware Township ultimately decides to contract with the City of Lansing Kansas for fire protection services and maintain their 2024 .699 mill rate reserve funding assessment, they would need to increase their 2025 mill rate to 9.699 to pay for the fire protection services contract with the City of Lansing. The amount paid for contract services as outlined in the contract. **(Note:** Since the other category of taxes are based on taxing levies, the township should see an increase in the non-Ad Valorem Tax funding lines shown in 2025 by the county since none will be going to Fire District #1.)

State of Kansas
 Township

Delaware Township

2024

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance January 1	34,484	48,934	29,099
Receipts:			
Ad Valorem Tax	15,596	15,827	xxxxxxxxxxxxxxxx
Delinquent Tax	102	0	0
Motor Vehicle Tax	2,358	2,104	1,826
Recreational Vehicle Tax	61	46	44
16/20 M Vehicle Tax	35	27	19
Commercial Vehicle Tax	30	61	0
Watercraft Tax	21	0	20
LAVTR		0	0
Gross Earnings (Intangibles) Tax			0

Encl 1, Delaware 2024 Budget Fund Page Extract