

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
LEAVENWORTH COUNTY, KANSAS AS THE GOVERNING BODY OF FIRE  
DISTRICT NO. 1 AND THE CITY OF LANSING, KANSAS FOR THE PROVISION OF  
FIRE PROTECTION SERVICES TO FIRE DISTRICT NO. 1.**

THIS AGREEMENT (“Agreement”) is made and entered into on the \_\_\_\_\_ day of December, \_\_\_\_\_ 2024 between the Board of County Commissioners of Leavenworth County, Kansas (“County”) as the governing body of Fire District No. 1 and the City of Lansing, Kansas (“Lansing”).

WHEREAS, Fire District No. 1 was formed in 2003 by the County under K.S.A. 19-3601 *et. seq.*, the Fire Protection Act; and

WHEREAS, the First District is comprised of the City of Lansing, Delaware Township, and High Prairie Township (“parties”); and

WHEREAS, the County and the parties all entered into an Interlocal Agreement under K.S.A. 12-2901, *et seq.*, the Interlocal Cooperation Act; and

WHEREAS, the County delegated all of the governing powers of Fire District No. 1 to a board of trustees in the Interlocal Agreement under K.S.A. 12-3612a; and the Interlocal Agreement set forth the terms and conditions governing the joint operation and management of the Fire District; and

WHEREAS, the Interlocal Agreement was terminated and ends on December 31, 2024; and

WHEREAS, the County shall be and constitutes the governing body of Fire District No. 1 under K.S.A. 19-3601 on January 1, 2025; and

WHEREAS, the County needs to arrive at a new arrangement for the provision of fire protection services within the of boundaries of Fire District No. 1 after December 31, 2024; and

WHEREAS, K.S.A. 12-2908, entitled Contracts between Municipalities specifically authorizes the parties to cooperate in public functions; and

WHEREAS, K.S.A. 19-3608, entitled Agreements with cities or townships for fire protection services, specifically authorizes the parties to enter into agreement for fire protection services; and

WHEREAS, governmental services may be provided with greater efficiency if certain service are provided jointly through cooperative efforts; and

WHEREAS, Lansing is willing and able to provide fire protection services within the geographic boundaries of Fire District No. 1 and provide for the use, operation, care and maintenance of any fire apparatus or equipment, if any, belonging to the Fire District; and

WHEREAS, the Fire District has determined that it is in the public interest to establish a one (1) year plan for fire protection services within Fire District No. 1.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contains, the parties AGREE as follows:

1. **PURPOSE AND EFFECT.** The parties hereto enter into this Agreement for the purpose of formalizing the parties' agreement to promote and protect the public safety and welfare by authorizing Lansing to provide fire protection services within the boundaries of fire District No. 1 and provide for the use, operation, care and maintenance of any fire apparatus or equipment, if any, belonging to the Fire District.
2. **TERM.** This Agreement shall remain in full force and effect for a term of one (1) year, beginning January 1, 2025 and terminating December 31, 2025.
3. **FIRE PROTECTION SERVICES.** Beginning January 1, 2025, Lansing will provide fire protection services within the geographic boundaries of Fire District No. 1 for a one (1) year period or until any of the respective jurisdictions are no longer a part of Fire District No. 1, whichever occurs first, in exchange for nine (9) mills (ad valorem taxes) per year. The City has budgeted 1.395 million dollars for fire protection services in 2025.
4. **DELIVERABLES.** The Agreement deliverable and performance standards are shown in the addendum at Exhibit 1. A Lansing representative shall meet one time a year with the County to review contract performance, assess and modify the metrics used evaluate Lansing's performance and recommend modifications to such metrics as may seem appropriate to the County. Lansing shall prepare an update for the County 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), Not Mission Capable (NMC). This addendum is included in the appendix of this Agreement.
5. **PAYMENT.** Lansing and the County agree that the payment reflected in Section 3 of this Agreement may be renegotiated, at the discretion of either party, if the agreement extends past December 31, 2025.
6. **JOINT COOPERATION.** The County and Lansing agree and covenant to cooperate and assist each other in order that both may better serve their respective constituents and customers.

7. **PLACING AGREEMENT IN FORCE.** The attorneys for the County and Lansing shall cause the Agreement to be executed by the County and Lansing and submitted before the governing bodies of each for approval. Each party shall receive a duly executed copy of this Agreement for their official records
8. **GOVERNING LAW.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
9. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
10. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
11. **CASH BASIS LAW.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County or Lansing. This Agreement shall be construed and interpreted so as to ensure that both entities shall at all times stay in conformity with such laws and, as a condition of this Agreement, both parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law.
12. **TERMINATION.** Either party may terminate this agreement in whole or in part, for cause or convenience upon seven (7) months written notice to the other party. However, the parties may mutually agree to a shorter notice period to accommodate specific budgetary requirements of either party. The terminating party shall give written notice of the termination and the reasons therefore to the other party specifying the part of the agreement terminated and when termination becomes effective.
13. **INDEMNIFICATION.** To the extent permitted by law and without waiving any of the immunities set forth in K.S.A. 75-6101, *et seq.*, the Kansas Tort Claims Act, Lansing shall at all time save and hold harmless the County from all liability, costs, damages, and expenses of any kind of which the County may become liable to any person, firm, or corporation by reason of any claim or damages associated with providing or failing to provide fire protection services within Fire District No. 1. To the extent permitted by law and without waiving any of the immunities set forth in K.S.A. 75-6101, *et seq.*, the Kansas Tort Claims Act, the County shall at all time save and hold harmless Lansing from all liability, costs, damages, and expenses of any kind of which Lansing 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 the County, its employees, or officials.

14. MISCELLANEOUS. Nothing in Agreement shall be construed to authorize third parties to seek recovery as third-party beneficiaries of this Agreement or in any other capacity. Notwithstanding any other provision of this Agreement, the County and Lansing reserve any and all rights under law or equity available to the County and Lansing.
15. ASSIGNMENT. The parties shall not assign this Agreement to a third party without the other party's prior written consent.
16. COMPLIANCE WITH FUTURE LAWS. This Agreement 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 Agreement, during the time the same is in effect.
17. SEVERABILITY. If any section, sentence, clause or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
18. AUTHORITY TO CONTRACT. Each of the person executing this Agreement, on behalf of their respective parties, represents and warrants that said person has authority to bind the party on behalf of who said person has executed this Agreement, and that all acts required and necessary for authorization to enter into and to execute this Agreement have been completed.

Adopted this \_\_\_\_ day of December, 2024  
Board of County Commission  
Leavenworth, County, Kansas

\_\_\_\_\_  
Jeff Culbertson, Chairman

Attest:

\_\_\_\_\_  
Janet Klasinski, Leavenworth County Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
David Van Parys, Senior County Counselor

CITY OF LANSING KANSAS

By: \_\_\_\_\_  
Tony McNeill, Mayor

Attest:

\_\_\_\_\_  
Tish Sims, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_

# Exhibit # 1

## Contract Deliverables and Performance Standards

### 1. General.

a. Fire departments are an essential component in ensuring community safety. In addition to the obvious duty of responding to fires, fire departments are often the first responders at any type of emergency; they also play a central role in fire and accident prevention and safety.

b. The implementation of valid performance measures and tracking those measures consistently over time is an essential component of effective and efficient fire service operations. These metrics also provide fire departments with the data needed to show real results, identify areas where improvement is needed and validate departmental requirements for personnel, equipment and training. Clear and consistent performance metrics coupled with accurate and timely measurement are a significant enabler in identifying these requirements, justifying budget requests and informing policy and service changes.

c. The base contract must contain a Deliverables section and define the geographic area of coverage. In addition, reference will be made to an addendum to the contract as outlined in paragraphs 2 and 3 below. Lansing will track approved performance metrics and display them in a 'dashboard' format on the Fire Departmental website which will be available to both the governing bodies of the signatories and to the general public.

**2. Purpose.** The referenced addendum provides a performance baseline for the provision of fire and emergency services for the City of Lansing Fire Department (“department”) and other governmental entities contracting for provision of those services. It is anticipated that these metrics will be regularly reviewed in detail and amended, as needed, to assure continued accuracy and relevance as standards of performance for the department. Thus, it is incorporated in the contract statement of work by reference and may be periodically amended by agreement of the signatories, without the necessity of renegotiation of the base contract.

### 3. Standards of Performance.

a. Readiness. The Lansing Fire Chief will report overall readiness of the department to execute its mission to the governing bodies of the contract signatories on an annual basis. This report will summarize the mission capable rate of the department as an aggregate rate over the total number of days in the reporting period in three categories of performance: personnel/manning; training and equipment. Readiness reporting is comprised of three levels of readiness: fully mission capable (FMC), mission capable (MC) and not mission capable (NMC); these ratings are applicable to each of the three performance categories.

(1) Personnel/manning.

(a) FMC: the department is manned at 90%+ of authorized spaces and is capable of manning continuous operations on a 24/7 basis using fully certified and trained firefighters without resorting to overtime;

(b) MC: the department is manned at 75%+ of authorized spaces and is capable of manning continuous operations on a 24/7 basis with fully certified and trained firefighters only through the use of overtime;

(c) NMC: the department is manned at < 75% of authorized spaces and is not capable of manning continuous operations of a 24/7 basis, even with the use of overtime

## (2) Training.

(a) FMC: the department is fully trained to execute all mission essential tasks, to include water rescue, HAZMAT response, residential and woodland/brush firefighting, vehicle extraction and fire safety inspections/public safety education without resorting to overtime.

(b) MC: the department has sufficient qualified personnel available to execute all mission essential tasks (above) but must resort to overtime to complete the mission

(c) NMC: the departments training program does not enable the execution of all mission essential tasks until additional trained personnel are available.

## (3) Equipment.

(a) FMC: all of the department's assigned equipment is operationally ready to perform its role 90%+ of the time during the reporting period.

(b) MC: some of the department's assigned equipment is not operationally ready either due to (either scheduled or unscheduled) maintenance issues (NORM) or waiting repair parts to complete maintenance (NORS). The operationally ready rate for the reporting period is 75%+.

(c) NMC: the operationally ready rate for the department's assigned equipment is less than 75%.

Mutual/Automatic Aid Agreements. When the department is less than fully mission capable in any performance metric, a mutual/automatic aid agreement with another department may be considered in augmenting the mission capable status of the department.

## b. Response Time.

(1) Call-to-dispatch. Time required for a mission capable piece of equipment leaves the station.

(2) Call-to-arrival. Elapsed time from dispatch to arrival- can serve to identify need for additional stations/manning in areas away from the base station. As noted above, mutual/automatic aid agreements may augment the department's performance.

(3) Chute Time. When a piece of equipment takes 2 minutes or longer from initial notification to begin movement to the location of the incident, time in excess of the 2-minute threshold will be logged as 'chute' time.

c. Service effectiveness.

(1) For each reporting period, the department chief will report the incident count by service area by class of incident (commercial, residential, woodland/prairie, water, etc.).

(2) Based upon insurance adjuster reports, the department chief will report the loss by incident for fire losses as a percentage of insured value and the total loss count for the reporting period.

d. Fire prevention/public safety. Such activities carried out by Lansing department personnel will be logged, issues and trends identified, man-hours expended will be logged and appropriate lesson plans and training materials will be posted to the departmental website for review and reference.

(1) Inspections: initial/follow-up; code certification/compliance.

(2) Special event planning/review.

(3) Complaints/investigations.

(4) Community education.

**4. Recommendations.** The memorandum is prepared for information, review and comment by the governing bodies of the signatories. As noted above, if implemented, the addendum shall be subject to frequent review and revision on a schedule deemed appropriate by the parties to the contract.