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July 5, 2024

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Re: High Prairie Township position on timing of Delaware Township proposed withdrawal from Leavenworth County Fire District No. 1 and related matters

Dear Leavenworth County Fire District No. 1 stakeholders,

I have been retained by High Prairie Township to represent it with regard to disposition of assets and other matters related to the anticipated departure from Leavenworth County Fire District No. 1 by the City of Lansing and by Delaware Township. I look forward to working with you on these matters.

As you know, the Interlocal Agreement (ILA) governing the administration of Fire District No. 1 provides in relevant part, at Section 10(b), that “any party may terminate this agreement by providing to the other parties written notice of its intention to terminate the agreement. Such notice shall not be effective unless received by the other parties not less than eighteen (18) months prior to the effective termination date.”

I am in receipt of Delaware Township's letter addressed to the High Prairie Township Trustee and others, dated June 18, 2024, reporting that the Delaware Township board unanimously approved, at its June 17, 2024 meeting, a motion to withdraw from the ILA "on 31 December 2024 or the earliest practicable date thereafter under the terms stipulated in paragraphs 2 and 10(b) of the agreement." The letter alludes to the potential for waiver of the 18 month notice requirement in paragraph 10(b)" of the ILA, with the stated goal of freeing all signatories to establish new service relationships at such time as the City of Lansing withdraws from the agreement, (currently set for midnight, December 31, 2024). The June 18 letter also asks that the Fire District 1 Board of Trustees take action to abrogate the provisions of paragraph 10(b) of the ILA and amend the agreement to suspend operations of the FD1 department as of the date of the City of Lansing's withdrawal from the ILA and Fire District or, if the Fire District 1 Board of Trustees feels that action is outside the scope of its charter, to refer the action to the Board of County Commissioners for their potential action.

It is my understanding of the law, and the nature of an Interlocal Agreement, that the parties to the agreement are bound according to the terms of the Agreement, and that the Agreement itself sets out the various governmental entities' rights and obligations. It would therefore seem that neither the Fire District Board, nor the Board of County Commissioners, could take action to unilaterally alter the terms of the ILA. Rather, because High Prairie Township is a party to the ILA, its consent would be required to vary from the procedures or terms set out in the ILA itself. The 18-month notice period aids in an orderly, predictable, non-rushed process for an entity's withdrawal from the ILA, and was presumably included in the ILA with that goal in mind. The lack of timely notice under the ILA, relative to when Delaware Township seeks to withdraw, has created challenges for my client as it attempts to plan for future fire-protection needs.

With that said, my client is willing to waive the notice provisions of the ILA, and will not object to Delaware Township's withdrawal from the ILA and Fire District No. 1, to be effective at the same time as the City of Lansing's withdrawal, upon agreement by the entities involved as to the following conditions:

- a) For purposes of disposition of the assets of Fire District No. 1 as set forth in Paragraph 10(c)(2) of the ILA, the assessed valuation of Delaware Township relative to the valuation of the entire Fire District (estimated at 12 percent for Delaware Township) be assigned to High Prairie Township, such that the assets of Fire District 1 will be apportioned approximately 60/40 between the City of Lansing and High Prairie Township;
- b) For calendar year 2025 only, the ad valorem taxes attributable to Delaware Township under the current Fire District, as currently constituted, continue to be paid to Fire District 1. (The reason for this proposal is that, had Delaware provided proper notice under the ILA, it would have remained a part of Fire District 1 through approximately the end of 2025.)

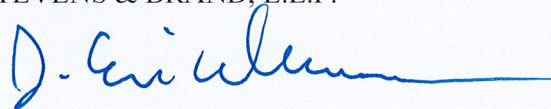
- c) Any and all motor-vehicle tax revenues collected in 2025 by Leavenworth County and paid to Fire District 1 during 2025, based on the County's 2024 levy, are dedicated to, and solely for the use of, the remaining, reorganized Fire District 1.
- d) Any assets of the existing Fire District (including but not limited to water rescue equipment) will not be given away, pending the final allocation of property of the reorganized Fire District under the process envisioned by Paragraph 10(c) of the ILA and discussed in the prior paragraph;
- e) An adequate inspection of the existing Fire District 1's property, including buildings and equipment, occurs prior to reaching an apportionment of the reorganized Fire District's assets under Paragraph 10(c) of the ILA.
- f) Accrued pay and benefits for any employees who will no longer be employed with Fire District 1 after December 31, 2024, including comp time, vacation time, sick leave, annuity payments, or similar monetary benefits, be paid out prior to January 1, 2025.

Assuming that these conditions are met, my client is agreeable to waiving the 18-month notice period set forth in the ILA. I hope that these terms are agreeable and I look forward to discussing with you further. Please let us know your response to these issues by July 15, 2024 so that we can continue to move this process forward in a timely fashion. Knowing your position on these matters is a needed step in allowing my client to proceed with the allocation of the Fire District 1 assets. Upon resolution of these matters including inspection of equipment/buildings and any necessary repairs, High Prairie Township stands ready to discuss details of asset separation as envisioned by the ILA.

As my client looks toward staffing the reorganized Fire District it also seeks confirmation from the entities involved that existing Fire District personnel are free to have discussions, during non-working hours, relating to potential future employment with the reorganized Fire District, and/or to work outside of their existing Fire District working hours in a part-time capacity in coming months to help make preparations for the modified Fire District, and that they may expect to be able to do so without retaliation.

Please direct future correspondence on this topic to me at the below email address or our Lawrence mailing address. I have attempted to include representatives of all the relevant stakeholders on the address list for this letter, but please feel free to share it with any others that you think may benefit from reading it. Thank you for your attention to these matters and, again, I look forward to working with you all.

Sincerely,
STEVENS & BRAND, L.L.P.



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EW:dbb

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