

**AGREEMENT GOVERNING THE PROVISION OF
FIRE SERVICES BY
THE CITY OF LAWRENCE TO GRANT TOWNSHIP**

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the City of Lawrence, Kansas (hereinafter the "City") and Grant Township in Douglas County, Kansas (hereinafter "Grant Township").

RECITALS

Whereas, K.S.A. 12-2908 authorizes the City and Grant Township to contract to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, including fire protection services; and

Whereas, on the 10th day of September, 1979, the Governing Body of the City of Lawrence, Kansas, adopted Ordinance No. 5087, whereby the City agreed to furnish firefighting service to Grant Township subject to certain terms; and

Whereas, on the 26th day of July, 1983, the Governing Body of the City adopted Ordinance No. 5471, updating the original agreement between the City and Grant Township because the terms of said original agreement were not sufficient to reimburse the City's expenses in providing the service to Grant Township; and

Whereas, the City, pursuant to City of Lawrence Ordinance No. 5471, provides Grant Township with a high level of fire protection service, and

Whereas, the Agreement contained in the 1983 City of Lawrence Ordinance No. 5471 no longer represents the City's costs associated with providing fire protection service to Grant Township; and

Whereas, the City has terminated the Agreement effective January 1, 2005; and

Whereas, the City and Grant Township entered into an Agreement dated August 10, 2004, wherein the City agreed to provide fire protection service to Grant Township in 2005 and 2006 for an agreed upon sum; and

Whereas, the parties desire to alter the terms of the August 10, 2004 Agreement; and

Whereas, the City and Grant Township desire to enter into an agreement whereby the City will continue to provide firefighting service to Grant Township for a five (5) year period (2005 through 2009) in exchange for the payment of a sum that adequately reimburses the City for the City's costs of providing the service; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the City of Lawrence, Kansas hereby contracts and agrees with the Township of Grant of Douglas County, Kansas, to furnish firefighting service to such township subject to the following terms:

1. The term of this Agreement shall be five (5) years, commencing on January 1, 2005 and terminating on December 31, 2009.

2. Grant Township shall pay to the City of Lawrence the sums set forth below on or before the dates set forth below for the fire protection service furnished to Grant Township:

Year	Sum Due	Feb. 1st Installment	Aug. 1st Installment	Total Paid for Year
2005	\$35,000.00	\$17,500.00	\$17,500.00	\$35,000.00
2006	\$45,000.00	\$22,500.00	\$22,500.00	\$45,000.00
2007	\$55,000.00	\$27,500.00	\$27,500.00	\$55,000.00
2008	\$65,000.00	\$32,500.00	\$32,500.00	\$65,000.00
2009	\$75,000.00	\$37,500.00	\$37,500.00	\$75,000.00

3. Individual property owners of Grant Township shall not be required to enter into an agreement with the City of Lawrence to reimburse the City for firefighting service provided to the individual property owner during the term of this Agreement.

4. The Chief of the Lawrence-Douglas County Fire and Medical Department, or his or her 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, Grant Township.

5. It is understood between the parties that this Agreement may be terminated by either party upon written notice to the other party prior to July 1st of the preceding year, or by mutual agreement at any time.

6. The parties agree that an automatic review of the terms of this Agreement will commence on or about January 1, 2009, or as soon thereafter as practicable.

7. The City shall at all times save and hold harmless Grant Township from all liability, costs, damages, and expenses of any kind, for the payment of which Grant Township may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by the failure of the City or its employees to exercise due care and diligence in providing the firefighting service. Grant 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 Grant Township, its employees and officials.

8. This Agreement supersedes the August 10, 2004 Agreement between the City and Grant Township and all prior discussions and negotiations. This Agreement may only be amended in writing signed by the parties.

9. The parties shall not assign this Agreement without the other party's prior written consent.

10. This Agreement is made subject to any and all state statutes now in effect, or which may hereafter take effect, which relate to and affect the subject matter of this Agreement during the time the same is in effect.

11. If any term of this Agreement is found to be void or invalid, such validity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set out.

THE CITY OF LAWRENCE, KANSAS

Mike Rundle, Mayor

STATE OF KANSAS)
DOUGLAS COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Rundle, Mayor of Lawrence, Kansas, who is personally known to me to be the same person who executed the above Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Notary Public

My appointment expires:

GRANT TOWNSHIP

Donald Palmaker

STATE OF KANSAS)
DOUGLAS COUNTY)

BE IT REMEMBERED, that on this 14th day of December, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donald Palmaker, who is personally known to me to be the same person who executed the above Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Bobbie Walthall
Notary Public

My appointment expires: 03/21/08.

