



Fire District 1
Steering Council Meeting

7750 N. Wyandotte Way
Park City, KS 67147
316-660-3473

July 10, 2025

Fire District 1 Attendees: Chief Doug Williams, Fire Marshal Brad Crisp, Deputy Chief Kevin Nelson, Deputy Chief Ray Hensley, and Clerk Janelle Davey

Fire District 1 Steering Council Expected Attendees: Jesse Miller/Bel Aire, Russ Lowen/Goddard, Susie Sutton/Haysville, **Vacant**/Maize, Katie Bowen/Park City, Jeff Witherspoon/Member at Large #2 SCAC, BJ Bryant/Member at Large #4 Aircraft Manufacturing, **Vacant**/Member at Large #1 Unincorporated Area, Katy Jackman Tyndell/Member at Large #3 Unincorporated Area

Special Guests:

Overview of Discussions:

The meeting began with a roll call and approval of previous meeting minutes.

The council discussed a draft memo to Chairman Baty, deciding to send it via email.

The Council approved an intergovernmental agreement with ATF for a new accelerant detection canine. This agreement will next proceed to the Fire Board for final approval. Fire Marshal Crisp noting there will only be one (1) class for the year 2025 as the future of the ATF is in question for 2026. Cost of the class, dog, training, and hotel is paid for by the ATF and Sedgwick County Fire District 1 is responsible for travel and food for the handler.

Chief Williams reported a 2026 budget proposal released without a training officer position; however, the 3% step increase for firefighters is in the budget. The budget also includes the 2027 CIP for the training center. Additionally, they reviewed the condition of Station 37 and the need for a strategic plan with WSU.

I. Call to Order: Chairman Katy Jackman Tyndell at 1800

II. Roll Call

<u>Steering Council</u>	<u>Roll Call</u>
Katy Jackman Tyndell	Present
Jeff Witherspoon	Absent
Katie Bowen	Present

BJ Bryant	Present
Russ Lowen	Present
Jesse Miller	Present
Susie Sutton	Present
Vacant	
Vacant	

III. Pledge of Allegiance

IV. Approval of previous meeting minutes

Event:	Previous Meeting Minutes
Motion:	Katy Jackman Tyndell
Second:	Jesse Miller
Katy Jackman Tyndell	Aye
Jeff Witherspoon	Absent
Katie Bowen	Aye
BJ Bryant	Aye
Russ Lowen	Aye
Jesse Miller	Aye
Susie Sutton	Aye
Vacant	
Vacant	

V. Council Discussion – Memo Draft by Russ Lowen

Motion: Steering Council discussed and then made a motion to send the memo to Chairman Baty as soon as possible.

Event:	Email Memo to Chairman Baty
Motion:	Russ Lowen
Second:	Susie Sutton
Katy Jackman Tyndell	Aye
Jeff Witherspoon	Absent
Katie Bowen	Aye
BJ Bryant	Aye
Russ Lowen	Aye
Jesse Miller	Aye
Susie Sutton	Aye
Vacant	

Vacant	
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VI. Discussion on Intergovernmental agreement with ATF – Fire Marshal Crisp

Motion: Steering Council discussed and then made a motion Resolve to Support this Intergovernmental Agreement between ATF and Sedgwick County Fire District 1.

Event:	Motion to Resolve Support for Intergovernmental Agreement
Motion:	Katy Jackman Tyndell
Second:	Katie Bowen
Katy Jackman Tyndell	Aye
Jeff Witherspoon	Absent
Katie Bowen	Aye
BJ Bryant	Aye
Russ Lowen	Aye
Jesse Miller	Aye
Susie Sutton	Aye
Vacant	
Vacant	

VII. Fire Chief Update

- i. Shared Training Center
- ii. Overtime Compensation Reduction compared to last year with new firefighter positions in place
- iii. Haz-Mat Regional Response Agreement with OSFM
- iv. MOU for Plans Review in Valley Center
- v. Land/Building Donation for Training

VIII. Meeting Adjournment

Event:	Meeting Adjournment
Motion:	Russ Lowen
Second:	Katy Jackman Tyndell
Katy Jackman Tyndell	Aye

Jeff Witherspoon	Absent
Katie Bowen	Aye
BJ Bryant	Aye
Russ Lowen	Aye
Jesse Miller	Aye
Susie Sutton	Aye
<i>Vacant</i>	
<i>Vacant</i>	

Meeting adjourned at 1907

Greetings Chairman Baty,

On behalf of the Sedgwick County Fire District 1 Steering Council, I write to seek clarity regarding any potential concept whereby Wichita Fire Department and Sedgwick County Fire District 1 could become a single consolidated entity.

There are many aspects to be considered, including but not limited to:

- City support/consent
- County support/consent
- Financial
- Organizational Structure
- Legal
- Geography of resources
- Timing

In the interest of utilizing the Steering Council resources most effectively, we desire to better understand how the Fire Board feels about the potential consolidation and whether there is value in us as a Steering Committee undergoing a thorough review of these topics? We tend to think there is, but want to be sure everyone is on the same page moving forward.

Additionally, in an effort to strengthen communication between the Fire Board and the Steering Committee, we invite you to attend our August Steering Committee meeting and are hopeful that other commissioners will attend future meetings of the committee as well. Commissioner Howell was gracious to attend one of our meetings back in the spring, and everyone found it to be a fruitful conversation. If this becomes the norm moving forward, we will happily set aside time on the meeting agenda for a two-way dialogue with any particular commissioner in attendance.

Thank you for your consideration of this request. We look forward to your feedback.

Sincerely,

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND THE SEDGWICK COUNTY FIRE DISTRICT #1 ("AGENCY")**

This Intergovernmental Agreement (IGA) between the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Sedgwick County Fire District #1 ("Agency") (collectively known as the "Parties"), establishes the terms and conditions for participation in ATF's Explosives/Accelerant Detection Canine Program (EDCP/ADCP). This IGA is a partnership between both parties, and both parties make every effort to meet the terms and conditions of this IGA in order to better serve the general public.

AUTHORITY

ATF enters into the agreement under the authority of 28 U.S.C. § 530C(a).

DEFINITIONS

Working life (or service life): A period of time determined by ATF to be the length of time an explosives or accelerant detection canine can effectively serve as an ATF EDC/ADC canine. This period of time may vary from canine to canine but will be at least five years from the date of graduation from the explosives or accelerant detection program.

Initial Training: A course that provides training to an Agency's designated handlers in explosives or accelerant detection canine work.

ATF-initiated activations: Events that require the use of detection canines. Includes ATF National Response Team (NRT) activations, special events, dignitary protection, and other similar events.

Transferee: An individual, usually a handler, to whom ATF transfers ownership of a detection canine.

RESPONSIBILITIES

ATF agrees to:

- a. Train the Agency's designated handler in the ATF food reward methodology.
- b. Provide EDCP/ADCP training to the Agency's designated handler. Upon successful completion of the training, the handler and assigned explosives or accelerant detection canine will receive ATF certification. ATF will provide annual recertification. In-service training will be provided as time and funding permit.
- c. Provide a training facility for the EDCP/ADCP handler. The training will be conducted at the ATF National Canine Division (NCD), 122 Cavalry Drive, Front Royal, Virginia or other suitable facility as determined by ATF.

- d. Purchase a canine(s) for the Agency and pay the handler's lodging expenses incurred during the initial training. During initial training at the NCD, ATF will provide the Agency's handler with canine-related equipment determined by ATF to be necessary for the handler's training. ATF will NOT reimburse the Agency and/or the handler for meals and/or incidental expenses (M&IE) at the current Federal Government per diem rate unless the handler is a federally deputized and credentialed ATF Task Force Officer as of the 1st day of class.
- e. Provide technical oversight during course curriculum development, training, recertification, and throughout the Agency's participation in the EDCP/ADCP.
- f. Provide the necessary EDCP/ADCP personnel (including an ATF forensic chemist) to evaluate, test, and certify a canine for proficiency in detecting explosives/accelerants. An ATF forensic chemist shall conduct all annual recertifications. The ATF National Canine Division (NCD) shall conduct practical evaluations during initial training and future recertifications.
- g. Reimburse the Agency, in accordance with Federal travel regulations and ATF orders and policy, for travel expenses incurred by the handler for ATF-initiated activations. **ATF WILL NOT PAY ANY HANDLER'S SALARY, OVERTIME EXPENSES, OR OTHER EMPLOYMENT BENEFITS INCURRED AS A RESULT OF ANY HANDLER'S PARTICIPATION IN ATF-INITIATED ACTIVATIONS.**
- h. Provide written requests (as necessary) to the Agency for the handler to provide support for ATF-initiated activations. Written requests may come in the form of memoranda, facsimile, or emails. Text messages may be used if no other communication is available.

Agency agrees to:

- a. Ensure that a handler is available for ATF-initiated activations in consideration for the ATF-provided training. This requirement shall be in effect for the working life of the canine(s) assigned to the Agency. ATF has the discretion to grant exceptions to this paragraph, as necessary. ATF will have the latitude to check on the handler and assigned explosives and accelerant detection canine at any time to perform an evaluation.
- b. Pay for any handler's salary, overtime expenses, or other employment benefits incurred as a result of any handler's participation in training at the NCD and ATF-initiated activations.
- c. Ensure that the handler is available for daily training, maintenance, and care, including weekends and holidays, during the working life of the canine.

- d. Ensure that the handler is made available to ATF for mandatory in-service training and annual recertification seminar. The Agency will incur all travel expenses, lodging, meals, salary, overtime expenses, and employment benefits costs for the handler for annual recertifications.
- e. Provide ATF approved food, monthly preventative medication, and veterinary care (after initial training), to include an annual physical, ATF and veterinary required vaccinations and testing once every 12 months, and heartworm medication for the working life of the canine. Provide adequate equipment and training aids to include, at a minimum, one explosives storage bunker for explosives detection canine teams and a Type 2 indoor or outdoor storage bunker.
- f. Ensure that its handler only uses ATF's food reward methodology (or any subsequent ATF order or standard operating procedure formalizing the ATF food reward methodology), for the working life of the dog.
- g. Provide, at its expense, a climate-controlled vehicle fully dedicated to the handler and suitable to the handler's working environment. This vehicle must have air conditioning, heat, an installed prefabricated cage, and a temperature monitoring and alert system.
- h. Ensure that the handler is not assigned to handle any other working canine (other than a canine provided for the handler's use by ATF) for the duration of handler's participation in ATF's EDCP/ADCP.
- i. Ensure that the handler houses the canine inside the handler's residence. Handlers must comply with all canine handling requirements communicated to the handler by ATF during initial training, in-service training, and annual recertification. ATF has the discretion to grant exceptions to its handling requirements, if necessary.
- j. Ensure that handler has a contained and/or fenced area to secure working canine at their residence. When not in secured outside area or inside the handler's residence, the canine will be secured on a leash with proper identification.
- k. Comply with any ATF denial of any individual selected to attend EDCP/ADCP training.
- l. Ensure that the handler has access to a laboratory capable of conducting comprehensive analysis of explosives/accelerants and an accredited bomb squad and/or ATF certified explosives specialist for EDC handlers.
- m. Provide ATF all canine monthly training logs and monthly reports related to canine deployment and utilization and report to Bomb Arson Tracking System (BATS) as required.
- n. Ensure that the canine, which is the property of ATF, will not be used by the Agency, the handler, or any other party for private use, personal financial gain, or

for any non-law enforcement purpose that does not directly benefit the Agency or ATF while in service and throughout retirement.

- o. Abide by the requirements of ATF orders and standard operating procedures as they affect Agency's responsibilities under this IGA.

GENERAL GUIDELINES

- a. Agency personnel participating in the EDCP/ADCP shall comply with the following regulations and policies, both during the initial training at the NCD, in-service training, annual recertifications, and ATF-initiated activations: the Department of Justice Use of Force Response to Resistance (ATF Order 3020.2D); the ATF Employee Ethics and Responsibilities Policy (ATF Order 2130.2A); Title 5, Code of Federal Regulations Parts 735 and 3801; the Justice Property Management Regulations (DOJ Order 2400.3); and the ATF Investigative Policies, Procedures and Techniques (ATF Order 3210.7E), which includes supervisory controls.
- b. Agency personnel participating in the EDCP/ADCP must be certified as peace officers within their jurisdiction in good standing and in compliance with the physical requirements of the Agency. Agency personnel participating in the EDCP/ADCP shall qualify with the firearms issued to them by the Agency and comply with Agency's proficiency standards. Agency personnel will be prohibited from carrying firearms during the initial training at NCD, in-service training, and annual recertifications unless required by ATF.
- c. An Agency handler authorized to use ATF-owned or leased vehicles will be provided with policies concerning the use and care of Government-owned vehicles. ATF-owned or leased vehicles may only be used for official Federal Government purposes. An Agency handler will be provided with the following policy which an Agency handler must comply: Property and Fleet Management Program (ATF Order 1850.2G).
- d. Agency handlers transporting explosives or hazardous materials shall be in compliance with all Federal laws and regulations and ATF policies.
- e. Agency personnel participating in the EDCP/ADCP must disclose any potential impeachment information specified in ATF Order 9410.1A, Giglio Policy, paragraph 6. Potential impeachment information may bar Agency personnel from participating in the EDCP/ADCP.

FUNDING

ATF's responsibilities under the IGA are subject to the availability of appropriated funds and Federal law, regulation, and policy.

PENALTIES AND DISPOSITION

ATF may remove any canine from the Agency, withdraw certification, require reimbursement for the cost of the canine and all training expenses, or recommend rescission of deputization (if applicable) of Agency's handler upon the occurrence of any of the following events:

- a. Handler or canine is not performing according to the standards and protocols of the EDCP/ADCP.
- b. Health and welfare of the canine is compromised.
- c. Handler or Agency has failed to comply with any requirements under this IGA.
- d. Any violation of terms or conditions of this IGA or with any current regulation or policy referenced under this IGA.

The parties acknowledge that the canine is the property ATF and that only ATF may determine the final disposition of any canine assigned pursuant to this IGA. Neither the Agency nor the handlers may claim ownership of a canine without an official, written determination by ATF, which retains ownership of all canines assigned pursuant to this IGA until ATF determines that ownership of a canine may be transferred to an individual other than ATF (preferably a handler). Such a transfer will be memorialized in an agreement executed between ATF, the Agency, and the handler (or the individual to whom ownership of the canine is transferred). Upon transfer of ownership, the transferee shall be solely responsible for the canine's health and welfare. The transferee shall be prohibited from using the canine for profit, law enforcement, or any purpose other than companionship.

EFFECTIVE DATE, MODIFICATIONS, AND TERMINATION

This IGA is effective upon the date the last party signs below. The IGA will be renewed every five years. Modifications must be made in writing. The parties agree that updates and policies discussed in the IGA shall be automatically incorporated into this IGA.

This IGA may be terminated upon 60 days' written notice to the other party. The responsibilities of the parties shall run from the effective date of this IGA through the working life of all canines provided to the Agency, unless the IGA is terminated at an earlier date.

Each signatory below represents that he/she has the authority to bind his/her Agency. Both parties recognize that this IGA shall be binding upon the parties regardless of any changes in management or in the authority of the signatories below to bind the respective parties.

("Agency")

Date

("Agency")

Date

Daniel M. Kerwin
Acting Chief, National Canine Division - ATF

Date

Contract #: XX-25-000XXX

by and between Sedgwick County and

BATF

1. Purpose (please be specific) – Enter into a IGA with the Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) who will provide an Accelerant Detection K-9 to SCFD 1. Our current K-9 is eligible to retire within the next 12 months and the BATFE has scheduled our replacement for this year. They plan to train only one class for 2025 and are not certain what the K-9 replacement schedule looks like for 2026 and beyond. The only other K-9 training program, hosted by State Farm Insurance Company, closed this year and they are working to maintain their current fleet of K-9's and get replacements as their K-9's time out.

The K-9 program serves to enhance scene examination and evidence collection, specifically in fires where an ignitable liquid was present. Since most intentionally set fires involve the use of ignitable liquids, the K-9's use becomes invaluable. This partnership also enhances other resource use, such as the Fire Research Laboratory and getting local BATFE assets out on fire scenes for assistance in both fire and explosive events.

2. Is this request modifying an existing contract/MOU/agreement? ☒ Yes ☐ No

If yes, then select:

☐ Amendment

☐ Assignment

☐ Termination

☒ Other: New Handler with new K-9

Important: If yes, attach the contract and all relevant documentation.

If this is a termination, attach reasons why the contract should be terminated.

If a similar contract has previously been executed by the County, please attach the prior contract and all relevant documentation.

3. Justification for the Contract/MOU/Agreement

a. Do we perform the services in house? ☐ Yes ☒ No

b. Is there an option to perform the services in house? ☐ Yes ☒ No

c. Do any other current County vendors provide the services (i.e., could we amend a current contract to add these services)? ☐ Yes ☒ No

4. Scope of the Contract

Contract/MOU/Agreement Approval Process Form - Please see Charter 68 for reference.

a. What services specifically will the Contractor be providing? The BATFE will provide, train, certify and annually recertify the new K-9 and Handler. The K-9 is typically in service for 7 years.

a. If this is a revenue-generating contract for the County, what services will the County be providing? Please be specific. No

5. Total Spend

a. What is the anticipated spend under this contract for all possible years of the contract (e.g., if this is a contract for 1 year with one 1-year option to renew, what is the total spend for both years of the contract)? Total spend for the service of the IGM (approximately 7 years) will be \$3,800 initial certification, \$7,700 for annual recertification (7 years), \$1,500 for training aids and supplies (7 years), \$3,500 Veterinarian costs (7 years) and \$5,800 for food (7 years) for a total of \$22,300 for the life of the contract, or about \$3,200 per year.

b. If this is a revenue-generating contract for the County, what is the anticipated annual revenue under this contract? No

c. If the request is over a \$10,000 spend, have these services been competitively bid (pursuant to Purchasing Charter Resolution 68)?

☐ Yes RFB/RFP # _____

☒ No Has this purchase received a waiver of competitive bidding from the Purchasing Director? Please provide proof. Include with Onbase request. See contract #14-24-000059

Please note: if the anticipated spend of the contract is \$50,000+, the contract will need Commission approval. Do not include this form on the agenda item. Total spend for the 7 year service life of K-9 is under \$50,000.

6. Is this contract being funded with federal funds?

a. If so, what type of federal funds? The BATFE invests around \$30,000 in each K-9 for the initial purchase and training. They also house the handler for 6 weeks, approximately \$6,300, and provide all training aids, maintenance equipment and the first year of medical supplies, approximately \$1,500. The annual recertification and testing is also paid for by the BATFE, with the exception of travel and per diem.

Contract/MOU/Agreement Approval Process Form - Please see Charter 68 for reference.

b. If ARPA funds are being used, please provide the following information:

- i. Amount of Federal Funds OBLIGATED to the Contractor BY THIS ACTION (contract amount):
- ii. Total Amount of Federal Funds OBLIGATED to the Contractor (total amount of ARPA funds planned across all contracts with this contractor; typically same as contract amount):
- iii. Total Amount of the Federal Award COMMITTED to the Contractor (total amount of ARPA funds that have been literally paid out to contractor across all contracts w/contractor):
- iv. Project Title (description of good or services to be received):
- v. Project Manager (County's/Department's contract controller):

7. Contract Term

a. What is the requested term (length of time) of this contract/MOU/agreement? 7 years

b. Should this include any language for renewal? Not necessary.

8. If this is a renewal/extension of an existing contract, what was the previous annual spend for these services with this vendor? We have a current IGA with the BATFE for K-9 Benny. K-9 Benny is due to retire in the next 12 months. The current annual spend is about \$3,200 per year.

a. If the services were performed by another vendor, what was the previous annual spend for those services? N/A

b. If this is a revenue-generating contract for the County, what was the previous annual revenue for performance of these services? N/A

9. Are there any specific terms that the user department would like included in the contract? No

Contract/MOU/Agreement Approval Process Form - Please see Charter 68 for reference.

10. Will individually identifiable health information (as defined by HIPAA) be used by or disclosed to the contractor/partner as a part of performing the functions or activities in the contract? (Examples: claims processing; data analysis; utilization review; and billing.)

☐ Yes

☒ No

If yes, explain the information to be used or disclosed and include a BAA with this request.

11. Is there anything else the Counselor's Office and other reviewers should know?