

**AMENDMENT NO. 1 TO THE
FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS AND JOHNSON COUNTY CONSOLIDATED
FIRE DISTRICT NO. 1**

THIS AMENDMENT, made this ____ day of _____, 2026, by and between the CITY OF OLATHE, KANSAS, a municipal corporation created and existing under the law of the State of Kansas (hereinafter, the “City”), and JOHNSON COUNTY CONSOLIDATED FIRE DISTRICT NO. 1, a fire district consolidated, organized, and existing under the provisions of K.S.A. 12-3910, *et seq.*,) hereinafter, the “Fire District”).

WITNESSETH:

WHEREAS, the City and Fire District entered into a Fire Protection Services Agreement dated December 11, 2025 (“Agreement”), pursuant to K.S.A. 19-3608 whereby the City agreed to provide Fire Protection Services for certain unincorporated areas adjacent to the corporate limits of the City; and

WHEREAS, the Agreement set forth the responsibilities of the City and the Fire District regarding such areas; and

WHEREAS, the parties wish to amend the Agreement to address the provision of Fire Protection Services for areas within the Fire District’s boundaries that are annexed by City in the future.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- A. The reference to “K.S.A. 19-3618” in the recitals of the Agreement was intended and shall be construed to refer to K.S.A. 19-3608, effective as of December 11, 2025.
- B. As of the date of this amendment, the purpose of the Agreement set forth in Section 1 will be amended to also include memorializing the parties’ mutual understandings and respective obligations and responsibilities in the providing of Fire Protection Services to residents in areas within the Fire District’s boundaries that are annexed by the City but not yet detached from the Fire District.

C. As of the date of this amendment, the responsibilities of City as set forth in Section 2 of the Agreement and the responsibilities of the Fire District as set forth in Section 3 of the Agreement will also apply to any areas within the Fire District's boundaries that are annexed by City but not yet detached from the Fire District. Such responsibilities will begin for an annexed area upon the later of 1) the effective date of the annexation or 2) the date of notice of the annexation, as provided below, and will continue until the effective date of detachment of the annexed area from the Fire District.

Notice of the annexation will be provided by the City by mail to the following Official Mailing Address or to whichever mailing address may subsequently be designated by the Fire District in writing to the City.

Official Mailing Address

Deputy Director, Fire Services Administration
Department of Emergency Services
11880 S. Sunset Drive
Olathe, KS 66061

D. All other provisions of the Agreement will continue to apply in full force and effect, including to the provision of services under this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
John Bacon, Mayor

ATTEST:

Brenda Swearingian, City Clerk

APPROVED AS TO FORM:

Aubrey Sample, Public Safety Legal Advisor

JOHNSON COUNTY CONSOLIDATED FIRE DISTRICT No. 1

By: _____
Mike Kelly, Chairman

ATTEST:

Megan Johnson, Deputy County Clerk