

BEFORE THE PUBLIC EMPLOYEE RELATIONS BOARD
OF THE STATE OF KANSAS

International Association of)
Fire Fighters, AFL-CIO, CLC,)
Petitioner,)

v.)

Case No. 75-UDC-5-1993

Sedgwick County Commission)
(Emergency Medical Services))
and Sedgwick County Fire District)
Number One,)
Respondent.)

Pursuant to K.S.A. 75-4321 *et seq.* And
K.S.A. 77-501 *et seq.*

INITIAL ORDER

On the 3rd day of August, 1993, the above captioned unit determination petition came on for hearing before Presiding Officer Monty R. Bertelli. Due to reassignment, Susan L. Hazlett has been appointed the substitute presiding officer in this matter.

Nature of the Case

The petition was filed on January 19, 1993, by the International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter "I.A.F.F."), naming Sedgwick County Emergency Medical Services as the Respondent in this matter. On April 7, 1993, Presiding Officer Bertelli issued an Order Joining Party, stating that the Sedgwick County Fire District Number One (hereinafter the "Fire District") was a party with a legitimate interest in the proceedings and should be joined to participate in such proceedings, if it so desired. The Fire District filed a written Motion to Dismiss with supporting Memorandum at the August 3, 1993, hearing, expressing its desire to be dismissed from the proceedings. By October 25, 1993, all parties

75-UDC-5-1993

in this matter had filed post-hearing briefs. On March 12, 1996, Mr. Bertelli requested that all parties file supplemental briefs in light of a recent Kansas Supreme Court decision. By June 27, 1996, all parties had filed supplemental briefs with the Public Employee Relations Board (hereinafter "PERB").

ISSUE PRESENTED

WHETHER OR NOT THE PUBLIC EMPLOYEE RELATIONS BOARD HAS JURISDICTION OVER SEDGWICK COUNTY EMERGENCY MEDICAL SERVICES AS A RESULT OF THE SEDGWICK COUNTY COMMISSION, SITTING AS THE GOVERNING BODY FOR THE SEDGWICK COUNTY FIRE DISTRICT NUMBER ONE, VOTING TO BRING THE FIRE DISTRICT UNDER THE PROVISIONS OF THE PUBLIC EMPLOYEE-EMPLOYER RELATIONS ACT PURSUANT TO K.S.A. 75-4321(c).

FINDINGS OF FACT

On August 3, 1993, the parties submitted seventy-one (71) enumerated Stipulations of fact, which are attached hereto, and incorporated by reference herein.

CONCLUSIONS OF LAW

The I.A.F.F. petitioned the PERB in 1993 for a unit determination and certification of the employees of the Sedgwick County Department of Emergency Medical Services (hereinafter "EMS") pursuant to the Public Employee-Employer Relations Act (hereinafter "PEERA"). However, Respondents argue that K.S.A. 75-4321(c) dictates when PERB has jurisdiction to make such a determination, and that PERB does not have jurisdiction in this matter. K.S.A. 75-4321(c) provides that:

The governing body of any public employer, other than the state and its agencies, by a majority vote of all the members may elect to bring such public employer under the provisions of this act, and upon such election the public employer and its employees shall be bound by its provisions from the date of such election. Once an election has been made to bring the public employer under the provisions of this act it continues in effect unless rescinded by a majority vote of all members of the governing body. No vote to rescind shall take effect until the termination of the next complete budget year following such vote.

As cited in the Brief of Respondent EMS, the legislature clearly intended coverage at the local level to be strictly optional for the governing body at that level. *See Goetz, The Kansas Public Employer-Employee Relations Law*, 28 U.Kan.L.Rev. 243, 247 (1980). K.S.A. 75-4322(f) defines public employer as:

Every governmental subdivision, including any *county*, township, city, school district, *special district*, board, commission, or instrumentality or other similar unit whose governing body exercises similar governmental powers and the state of Kansas and its state agencies. [Emphasis added]

K.S.A. 75-4322(g) defines a governing body as:

The legislative body, policy board or other authority of the public employer possessing legislative or policy-making responsibilities pursuant to the constitutional laws of this state.

It is uncontroverted by the parties that the Fire District is a special district created in 1954 by the Board of County Commissioners of Sedgwick County to provide fire protection to certain parts of Sedgwick County. It is also uncontroverted that pursuant to K.S.A. 19-3601, when such fire district is created, the county commissioners shall also constitute the governing body of the fire district within that county.

As both *county* and *special district* are each specifically listed as governmental entities,

or units, in the definition of public employer as provided in K.S.A. 75-4322(f), it can be concluded that the Kansas Legislature clearly intended to distinguish counties and special districts as separate identities. It can also be concluded, therefore, that the Fire District is a separate governmental entity, with its own governing body, and is the public employer in this matter for purposes of PEERA. As further evidence that the Fire District is the public employer for those employed with the Fire District, the parties have stipulated to the fact that the Fire District is not a department within Sedgwick County and can sue and be sued in its own name (Stip. Facts No. 11 and 13). In comparison, the Sedgwick County EMS is a department within Sedgwick County and cannot be sued and cannot sue in its own name (Stip. Facts No. 12 and 13). In addition, the Fire District is funded with its own tax base and its operations are not funded from the general fund of Sedgwick County (Stip. Fact No. 19).

This Presiding Officer is also unconvinced that the fact that the composition of the Board of County Commissioners and the governing body of the Fire District are identical, any act by the County Commissioners sitting in its capacity as one board is automatically action by the Commissioners sitting in its capacity as another board. For example, on January 17, 1979, the governing body of the Fire District elected to come under the jurisdiction of PEERA, as exhibited in the minutes of that meeting entitled "MEETING OF THE GOVERNING BOARD OF FIRE DISTRICT NUMBER 1, SPECIAL MEETING, JANUARY 17, 1979, HEARING REGARDING THE FORMATION OF A PUBLIC EMPLOYEE'S ORGANIZATION FOR EMPLOYEES OF THE SEDG. CO. FIRE DISTRICT NUMBER 1". (Ex. 20 and 28) The parties agree that "[t]he Sedgwick County Commission and the Governing Board of Fire

District No. One have separate agendas and meet separately, typically on the same day.”

(Stip. Fact No. 9) Furthermore, K.S.A. 75-4321(c) enables the *public employer* to come under PEERA by the election of its governing body to do so. Even if it could be concluded that the governing body of the county and the governing body of the Fire District are one in the same, it has already been established that the Fire District is the public employer in this matter for purposes of PEERA; therefore, who the governing body is composed of becomes irrelevant.

Petitioner also contends it is significant that the minutes of January 17, 1979, reflect Commissioner Gragg's statement “that he felt that they had to take into consideration not only the Fire Fighters of Sedgwick County, but all the employees in Sedgwick County.”

However, the intentions of either the Board as a whole, or individual Board members, is irrelevant in this matter. What is relevant is the result of their action in voting for the Fire District to come under the provisions of PEERA, as intended by the Kansas Legislature.

The basic premise of the Petitioner's argument is that when the Sedgwick County Commissioners, sitting as the governing board for the Fire District, elected to come under PEERA, all of Sedgwick County and its employees came under such provisions. However, the parties stipulated to the fact that Sedgwick County, itself, has never elected to come under PEERA. In order to overcome that fact, the Petitioner argues the “single employer” theory, a theory created by the federal courts in National Labor Relations Board cases.

In its Supplemental Brief, Respondent Fire District analyzes a recent Kansas Supreme Court case, *City of Wichita, Kansas v. Public Employee Relations Board*, 913 P.2d 137, 259

Kan. 628 (1996) as follows:

City of Wichita held that PERB can have jurisdiction over employees of a governmental entity which has not elected to come under the coverage of PEERA if a separate governmental entity (which has elected to come under the coverage of PEERA) exercises control over significant portions of the conditions of employment of the employees, but only to the extent of that control and only through the electing governmental entity ... jurisdiction over the Airport Authority safety officers was established expressly through the City's consent to PEERA coverage and its control over the safety officers' conditions of employment ... The theory of jurisdiction advanced by PERB in City of Wichita--joint employer--and the theory of jurisdiction advanced by Petitioner herein--single employer--were specifically rejected by the Supreme Court. The Court stated that, 'Both the hearing officer and the district court struggled to try and make the single employer or joint employer theory fit. Neither of these theories is a comfortable fit because they are [National Labor Relations Act] concepts ... Resort to either of these NLRA concepts is unnecessary for resolution of the issues herein.' City of Wichita, 259 Kan. at 633-634.

This Presiding Officer agrees with the Fire District's analysis. The Supreme Court also noted the "wisdom of not relying on NLRA cases in deciding PEERA issues," and summarized the single employer theory as irrelevant, stating, "...the single employer concept involves piercing the corporate veil, for labor relations purposes, of separate but interrelated corporations." As in the *City of Wichita*, the single employer concept is neither applicable, nor relevant, in this case.

In *City of Wichita*, the question of fact involved control by the *entity that elected* to come under PEERA over the employees of another entity. The question in *City of Wichita* was not, as Petitioner would contend in this matter, one of control by an entity which had not

elected to come under PEERA, over its own employees *and* over the employees of another entity that had elected to come under PEERA. Applying the law established in *City of Wichita*, the issue in this matter is, therefore, whether or not the Fire District, as the public employer, has sufficient control over the employees of Sedgwick County, i.e. EMS employees, so that election to come under PEERA by the governing body of the Fire District resulted in all of the county coming under the Act.

In order to determine sufficient control, the facts of the case must be examined.

Relevant facts stipulated to by the parties are as follows:

- 1) The Fire District's operational territory is different from Sedgwick County EMS. Sedgwick County EMS service territory includes the City of Wichita, while the Fire District does not cover cities such as Wichita (Stip. Fact No. 14);
- 2) The Fire District has the authority to raise taxes and issue general obligation bonds for Fire District purposes, but has no such power for Sedgwick County EMS (Stip. Fact No. 15);
- 3) The Fire District has the authority to enter into contracts and do all things necessary to effectuate the purposes of K.S.A. 19-3601 *et seq.*, but has no such power for Sedgwick County EMS (Stip. Fact No. 16);
- 4) The Fire District has the authority to pay compensation and salaries to Fire District employees and any other expenses incurred by the Fire District, but has no such power for Sedgwick County EMS (Stip. Fact No. 17). The Fire District sets the salaries of Fire District employees, but does not set the salaries of Sedgwick County EMS employees (Stip. Fact No.

47);

5) The Fire District determines if new job positions are to be added to the Fire District, but does not determine new job positions or approve new employees for Sedgwick County EMS (Stip. Fact No. 22);

6) Sedgwick County EMS employees are not bound by Fire District personnel policies and procedures (Stip. Fact No. 27);

7) The Fire District pension plan for its fire fighters is funded solely by the Fire District and its employees. The Fire District does not contribute pension funds for Sedgwick County EMS employees (Stip. Fact No. 36);

8) The Fire District does not set labor relations policy affecting Sedgwick County EMS, i.e. shift size, layoff, promotions, and terms and conditions of employment (Stip. Fact No. 24);

9) The Fire District, Sedgwick County, and Sedgwick County EMS follow the same drug-free workplace and sexual harassment policies and training (Stip. Facts No. 38, 39, and 40);

10) Sedgwick County EMS employees have different grievance procedures than bargaining unit Fire District employees. Non-bargaining unit Fire District employees have the same grievance procedures as Sedgwick County EMS (Stip. Fact No. 55); and

11) Sedgwick County EMS employees are evaluated on Sedgwick County employee evaluation forms, not on the Fire District's employee evaluation forms.

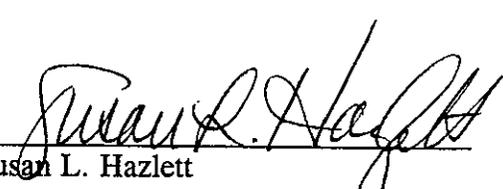
It is apparent from the foregoing stipulated facts that no evidence was presented by the

Petitioner indicating that the Respondent Fire District has any direction or control over any condition of employment of the Sedgwick County EMS employees. Thus, it cannot be concluded in this case that the Fire District has sufficient control over any element of employment of the Sedgwick County EMS employees to be considered their employer.

ORDER

IT IS THEREFORE ADJUDGED AND ORDERED that election by the Sedgwick County Fire District Number One to come under the provisions of the PEERA did not work to bring all of Sedgwick County and, therefore, Sedgwick County Emergency Medical Services, under such provisions. As Sedgwick County has never elected to come under the provisions of PEERA, the PERB is without jurisdiction to hear this matter, and this case is hereby dismissed.

IT IS SO ORDERED this 18th day of December, 1996.


Susan L. Hazlett
Substitute Presiding Officer
Public Employee Relations Board
1430 SW Topeka Blvd.
Topeka, Kansas 66612

NOTICE OF RIGHT TO REVIEW

This Initial Order is the official notice of the presiding officer's decision in this case. This order will become a final order pursuant to K.S.A. 1995 Supp. 77-530 unless reviewed by the Public Employee Relations Board, either on its own motion or at the request of either party pursuant to K.S.A. 1995 Supp. 77-527. Any party seeking review of this order must file a Petition for Review with the Public Employee Relations Board at 1430 SW Topeka Blvd.,

Topeka, Kansas, 66612, within 18 days after the mailing of this order.

CERTIFICATE OF MAILING

I hereby certify that on the 20th day of Dec., 1996, a true and correct copy of the above and foregoing Initial Order was deposited in the U.S. Mail, first class, postage prepaid, addressed to the following:

James R. Waers
Blake & Uhlig, P.A.
475 New Brotherhood Bldg.
753 State Ave.
Kansas City, KS 66101
Attorney for Petitioner

Robert D. Overman
Kasey Alan Rogg
500 N. Market
Wichita, KS 67214
Attorneys for Respondent Sedgwick County Fire District No. One

Stephen B. Plummer
Michael D. Pepoon
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790
Attorneys for Respondent Sedgwick County Commission (EMS)

and was mailed to Public Employee Relations Board members on the 23rd day of December, 1996.

Sharon G. Sunstall

6. Pursuant to K.S.A. 19-3601, the Sedgwick County Commissioners are required to also serve as the governing body of the Fire District.

7. The Governing Body of Fire District No. One elected to come under PEERA on January 17, 1979.

8. K.S.A. 19-3601 et seq. sets forth the statutory requirements for the organization of the Fire District and its operation.

9. The Sedgwick County Commission and the Governing Board of Fire District No. One have separate agendas and meet separately, typically on the same day.

10. On one occasion in November, 1978, Sedgwick County Board of Commissioners, sitting as Sedgwick County Board of Commissioners, discussed labor and employment matters related to the Fire District; all other meetings relating to the Fire District have been separately held by the Governing Body of the Fire District.

11. The Fire District can sue and be sued in its own name.

12. The Sedgwick County EMS Department is a department of Sedgwick County, and cannot be sued and cannot sue in its own name.

13. Sedgwick County EMS is a department within Sedgwick County; the Fire District is not.

14. The Fire District's operational territory is different from Sedgwick County EMS. Sedgwick County EMS service territory includes the City of Wichita, while the Fire District does not cover cities such as Wichita.

15. The Fire District has the power to raise taxes and issue general obligation bonds pursuant to K.S.A. 19-3601 et seq., for Fire District purposes. It has no such power for Sedgwick County or Sedgwick County EMS.

16. The Fire District, pursuant to K.S.A. 19-3601a, has the power to enter into contracts, to acquire, operate, and maintain fire fighting equipment, to acquire and construct, reconstruct, equip, operate, maintain and furnish buildings to house fire fighting equipment to acquire and dispose of real property, and to do all things necessary to effectuate purposes of the Act. It also has the power of eminent domain. It has no such power for Sedgwick County or Sedgwick County EMS.

17. The Fire District, pursuant to K.S.A. 19-3601a, has the authority to pay compensation and salaries to Fire District employees and to pay the operation and maintenance expenses of the Fire District and any other expenses legally incurred by the Fire District. It has no such power for Sedgwick County or Sedgwick County EMS.

18. Sedgwick County employees, like Sedgwick County EMS employees, are not bound by the Fire District's Memorandum of Understanding with the Fire Fighters Union, and the Union is the sole bargaining agent for the covered employees.

19. The Fire District is funded with its own tax base and its operations are not funded from the general fund of Sedgwick County.

20. The Fire District owns its own property, both real and

personal. The Fire District is not subject to the restrictions on the sale of property pursuant to K.S.A. 19-211 as compared to the restrictions imposed on Sedgwick County.

21. The ultimate decision concerning hiring, firing, demotions and promotions of Fire District employees resides in the Fire District, which decision is subject to approval by the Fire Chief, Sedgwick County Personnel Manager, Sedgwick County Accounting Manager, and the Sedgwick County Manager. Such approval from Sedgwick County personnel is routinely granted.

22. The Fire District determines if new job positions are to be added to the Fire District. The Fire District does not determine new job positions or approve new employees for Sedgwick County or Sedgwick County EMS.

23. Fire District accounting, legal, data processing, and other personnel functions are administered by Sedgwick County. The Fire District pays for these services under a cost allocation plan with monies from the Fire District's budget. The Fire District, for 1993, has paid \$330,937.00 to Sedgwick County for these services. Neither Sedgwick County nor Sedgwick County EMS make any payments to the Fire District.

24. The Fire District does not set labor relations policy affecting Sedgwick County or Sedgwick County EMS, i.e., shift size, layoff, promotions, terms and conditions of employment, etc.

25. The Fire District personnel resolutions relating to hiring, firing, demotions and promotions involving a change in

the rate of pay, are signed by William Buchanan, Sedgwick County Manager; Mary Ann Mamoth, Personnel Manager; Terry Coltrain, Accounting Manager; and Fire District Chief Gary Nichols. EMS personnel are appointed by resolution. This resolution is signed by William Buchanan, County Manager; Mary Ann Mamoth, Personnel Manger; and Terry Coltrain, Accounting Manager. The Sedgwick County Commissioners delegated this power to the County Manger, the County Personnel Manager and the County Accounting Manager.

26. Some Fire District personnel policies are determined solely by the Fire District. Such policies do not cover Sedgwick County or Sedgwick County EMS employees.

27. Sedgwick County EMS employees are not bound by Fire District personnel policies and procedures.

28. Sedgwick County EMS is not involved in the creation of any Fire District labor relations policies and does not enforce such policies.

29. The Sedgwick County EMS Department has its own policies, procedures and guidelines which are in addition to the Sedgwick County Personnel Manual. The Fire District was not involved in the creation of these EMS documents nor does it enforce them.

30. Sedgwick County EMS personnel resolutions are signed by William Buchanan, County Manger, Mary Ann Mamoth, Personnel Manager; and Terry Coltrain, Accounting Manager.

31. The day-to-day operations the Fire District are directed by Fire Chief Gary Nichols.

32. Since July 30, 1980, the Fire District has entered into a consecutive series of Memoranda of Understandings with Local 2612, International Association of Fire Fighters concerning the Fire District's Fire Fighters and Lieutenants, with the most recent having an expiration date of December 31, 1993. Neither Sedgwick County nor any of its departments (including EMS) have any similar agreements with any union.

33. Some personnel policies for Fire District employees are contained in the Sedgwick County/Fire District Personnel Manual, which is jointly determined by the Fire District and Sedgwick County.

34. The Fire District provides its employees with some fringe benefits as are provided by Sedgwick County to its employees, but some Fire District benefits are not provided to Sedgwick County employees.

35. All Fire District wages are paid for solely by the Fire District. All Fire District fringe benefits are paid for solely by the Fire District and its employees. The Fire District pays no wages or benefits for Sedgwick County or Sedgwick County EMS employees.

36. The Fire District pension plan for its fire fighters is the Kansas Police and Fire Pension Fund and is funded solely by the Fire District and its employees. The Sedgwick County Sheriff and EMS Departments participate in the same pension fund for their employees, while other Sedgwick County employees participate in a different pension fund. The Fire District does

not contribute pension funds for Sedgwick County or Sedgwick County EMS employees.

37. The Fire District trains its employees as to fire and safety duties. Fire District employees attend a County orientation meeting and receive some supervisory and affirmative action training from the Sedgwick County Personnel Department. Sedgwick County is paid for this training by the Fire District.

38. The Fire District, Sedgwick County, and Sedgwick County EMS follow the same drug-free workplace policy and sexual harassment policy.

39. Employees of the Fire District, Sedgwick County, and Sedgwick County EMS receive the same sexual harassment training.

40. Employees of the Fire District, Sedgwick County, and Sedgwick County EMS attend the same drug-free workplace training.

41. Fire District employees attend some of the same training sessions with EMS and other County employees. The Fire District determines whether to purchase equipment and sets the specifications for such equipment for the Fire District. It purchases major equipment through the Sedgwick County Board of Bids. The Fire District pays for all its purchases.

42. Cyrel Foote, Sedgwick County EEO Officer; Mary Ann Mamoth, County Personnel Manager; Phil Rippee, Risk Manager; Mary Kay Whittaker, Private Management Instructor provide training for Sedgwick County, Sedgwick County EMS, and Fire District supervisors.

43. The Fire District has its own budget which is self-

funded and set by the Governing Body of the Fire District. Neither Sedgwick County nor Sedgwick County EMS fund the Fire District budget, or vice versa.

44. The Fire District purchases its Workers' Compensation and Liability Insurance through the Sedgwick County's self insurance program. The County excess worker's compensation policy places Fire District and EMS employees in the same risk pool. The excess worker's compensation policy covers claims over \$300,000. The Fire District, the Sewer District and the County are self-insured for claims under \$300,000. Phil Rippee, County Risk Manager, manages all three accounts.

45. The Fire District's Federal Tax I.D. No. is the same as the Sedgwick County Federal Tax I.D. Number.

46. The Kansas Department of Human Resources treats the Fire District and Sedgwick County as separate entities for wage reporting purposes.

47. The Fire District sets the salaries of Fire District employees. It does not set the salaries of Sedgwick County or Sedgwick County EMS employees.

48. Sedgwick County employees may "transfer" to the Fire District pursuant to § 4.403 Sedgwick County/Fire District Personnel Manual. However, it is the Fire District's policy to treat them as new applicants. Such applicants are not given any preference in hiring and must take the entrance exams as new hires. No employee has ever transferred from Sedgwick County to the Fire District.

49. The Sedgwick County Fire District Personnel Manual provides that when an employee "transfers" from the Fire District to Sedgwick County or between County departments, the employee retains sick leave, longevity, and vacation pay. For example, when Alan Mandeem "transferred" from the Fire Department to Sedgwick County EMS he retained his sick leave, vacation leave, and longevity pay.

50. If a former Sedgwick County employee is ultimately hired by the Fire District, the only benefit he/she is allowed to retain is past accrued vacation and sick leave.

51. Applicants for jobs at the Fire District fill out applications in the Sedgwick County Personnel Department, and take an initial screening test established by the Fire District. The agility test, established by the Fire District, determines the applicant's physical abilities and a written screening test determines mental ability. The Fire District pays Sedgwick County for these administrative services.

52. Job applicants are all interviewed orally by a panel of four persons, two selected by the Fire District and two by Sedgwick County. All applicants are given the same set of questions.

53. For short term investments, some Fire District funds are kept in Sedgwick County's general fund bank account. Other Fire District funds are invested separately from Sedgwick County funds for long term investments.

54. The Fire District and the County's short term

investment monies are in the same bank account, which is maintained by the County Accounting Office. Short term money is money which will be used in three months or less. The County retains the interest produced by this account. For both the Fire District and the County, County Cash and Debt Management Coordinator Richard Hesse or Darryl Gardner decides the amount of money to place in long term investment and the length of time.

55. Sedgwick County EMS employees have different grievance procedures than bargaining unit Fire District employees. Non-bargaining unit Fire District employees have the same grievance procedures as Sedgwick County EMS.

56. Sedgwick County EMS employees use Sedgwick County's employee evaluation form. They are not evaluated on the Fire District employee evaluation form.

57. Sedgwick County EMS and Sedgwick County have a different unemployment account number with the Kansas Department of Human Resources and different rate than that of the Fire District.

58. Sedgwick County and Sedgwick County EMS employees are reimbursed for 85% of tuition costs from Sedgwick County funds. Fire District employees receive 100% reimbursement of tuition costs from the Fire District funds.

59. The County personnel office maintains some employee personnel files which contain employee evaluations, disciplinary records, merit actions, personnel actions and training certificates.

60. The Sedgwick County personnel office keeps some records of Fire District employees; the Fire District keeps other personnel records.

61. The County personnel office maintains personnel records for Sedgwick County EMS employees. The Sedgwick County EMS Department maintains other personnel records.

62. The County employee newsletter addresses issues relating specifically to EMS, and other County employees, and the Fire District. The Fire District has its own employee newsletter, which relates solely to the Fire District.

63. Sedgwick County payroll office performs payroll duties for the Fire District and Sedgwick County EMS.

64. Sedgwick County EMS employees, Fire District employees, City of Wichita employees, and employees of other municipalities are dispatched by the 911 dispatch system.

65. William Buchanan, Sedgwick County Manager; Bob Rogers, Assistant County Manager; Phil Rippee, County Risk Manager; and the Governing Body of the Fire District establish and maintain the health insurance policies for Fire District employees.

66. William Buchanan, Sedgwick County Manager; Bob Rogers, Assistant County Manager; and Phil Rippee, County Risk Manager establish and maintain the health insurance policies for EMS employees.

67. The Fire District budget is published in the same book as the County budget.

68. The County makes an accounting journal entry charging

the Fire District for its administrative costs.

69. The County makes an accounting journal entry charging EMS for its administrative costs.

70. The Fire District and EMS supervisors fill out the same County published employee disciplinary forms to record employee discipline. A copy is sent to the County Personnel Office.

71. County and Fire District vehicles are covered by the same vehicle liability policy, Hartford Insurance policy no. 37CES-SK-5971.

These proposed stipulations are not intended to foreclose any party from adding additional agreed upon stipulations at a later date.

Approved and Stipulated:

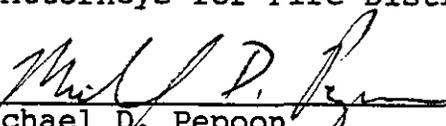
MARTIN, CHURCHILL, OVERMAN, HILL,
& COLE, CHARTERED

By



Anthony J. Powell, #14981
Robert D. Overman, #08155
500 North Market
Wichita, KS 67214
(316) 263-3200

Attorneys for Fire District



Michael D. Pepoon
Assistant County Counselor
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Attorney for Sedgwick County

James R. Waers

Mr. James R. Waers
Blake & Uhlig, P.A.
475 New Brotherhood Bldg.
753 State Avenue
Kansas City, KS 66101

Attorneys for Petitioner

0448.tjp