

**ORDINANCE NO. S-320**

**AN ORDINANCE AUTHORIZING FIRE FIGHTING SERVICE BY THE ANTHONY FIRE DEPARTMENT IN A CERTAIN TOWNSHIP IN HARPER COUNTY, KANSAS, AND ENTERING INTO A CONTRACT BETWEEN THE CITY OF ANTHONY AND TOWNSHIP #3 FOR SAID SERVICE AND CAPITAL IMPROVEMENTS.**

**BE IT ORDAINED BY THE GOVERNING BODY FOF THE CITY OF ANTHONY, KANSAS:**

Section 1. That the following contract be and the same is hereby approved, and the Mayor and the City Clerk of Anthony are authorized and directed to execute said contract and agreement for and on behalf of said City.

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_day of November, 2024 by and between the City of Anthony, Kansas, Party of the First Part and Township #3, Harper County, Kansas, Party of the Second Part,

Witnesseth:

WHEREAS, Party of the First Part is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Kansas, being located in Harper County, Kansas, and having a duly organized and established fire department with various firefighting equipment; and ,

WHEREAS, Party of the Second Part is a public corporation duly organized and existing under and by virtue of the laws of the State of Kansas, being located in Harper County, Kansas, and having a duly organized and established fire department of firefighting service within said township;

WHEREAS, It is the desire of the parties here to that Party of the First Part shall furnish to Party of the Second Part, firefighting services for which Second Party will pay a charge and assist First Party with certain capital improvements upon the terms and conditions hereinafter set forth;

That the Fire Chief of the said City of Anthony or any person acting in his stead shall have the right in every case to determine whether the said City of Anthony can spare all or any portion of its fire equipment and firemen at the particular time when a call is received for firefighting service to be rendered on any property located within said Township #3.

That the said City of Anthony shall not be liable in any way for failure of the fire department to attend a fire, or to put out a fire, or for any other reason, but the department, subject to K.S.A. 90-1502 et seq, shall make a reasonable effort (road and weather conditions permitting) to attend such fire. The road and weather conditions may be such that the fire run can be made with reasonable safety and the judgment of the Fire Chief of said City of Anthony, shall be final in such matter.

NOW, THEREFORE, in consideration of Party of the Second Part paying to Party of the First Part, the sum of \$11,088.00 by November 1 of each year, at the office of the Anthony City Clerk, Anthony, Kansas said Party of the First Part agrees to furnish firefighting services to said Party of the Second Part and the occupants and property located therein pursuant to the provisions of K.S.A. 80-1502 et seq, which is by reference made a part hereof as though specifically written in full herein. This contract shall be negotiated by the parties herein on an annual basis during the three (3) year term of this contract. In the event that over 40

fire runs are made during any one year of this contract, Party of the Second Part agrees to pay for any additional runs, the amount of \$250.00 per run. Party of the first Part agrees to defer payment on any additional runs until funds are legally available by levy to the Party of the Second Part.

As a further consideration herein, and to help provide more extensive fire protection for Township #3, Party of the Second Part agrees to furnish funds for certain capital improvements to the firefighting equipment and fire station improvement of Party of the First Part, pursuant to K.S.A, 80-1502 et seq, for a period of three (3) years at the rate of \$4,752.00 payable each year on or before November 1 at the office of the Anthony City Clerk, Anthony, Kansas.

It is specifically understood and agreed that Party of the First Part agrees to furnish and Party of the Second Part is contracting for improved firefighting service only, and Second Party shall have no right, title or interest in and to any of the firefighting equipment now owned, or hereafter acquired, by said first Party.

This Ordinance repeals Ordinance NO. S-304. This Ordinance takes affect after publication in the Official City of Anthony paper and on January 1, 2025.

IN WITNESS WHEREOF, the Governing Body of the City of Anthony, has by ordinance authorized this agreement to be signed by its Mayor and attested by its City Clerk and Township Board, of Township #3, has by resolution authorized this agreement to be signed by its Township Trustee and attested by its Township Treasurer, we have hereunto subscribed our names the day and year first above written.

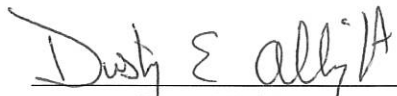
THE CITY OF ANTHONY, KANSAS

\_\_\_\_\_  
Greg Cleveland, Mayor

ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk/Administrator

TOWNSHIP #3, HARPER COUNTY, KANSAS

  
\_\_\_\_\_  
Dusty Albright, Trustee

ATTEST:

  
\_\_\_\_\_  
Joel Walker, Township Treasurer

SEAL: