

AGREEMENT

FIRE SERVICES FOR COWLEY COUNTY RURAL FIRE DISTRICT NO. 6

THIS AGREEMENT made and entered into this _____ Day of July 2025, by and between the City of Arkansas City, Kansas; The City of Winfield, Kansas, municipal corporations, hereinafter referred to as “**Cities**” and Rural Fire District No. 6, Cowley County, Kansas, hereinafter referred to as “**Fire District**”.

WHEREAS, the said Fire Department is established and organized under the provision of K.S.A. 19-3601 to 19-3605, inclusive, and all acts amendatory, thereof and supplemental thereto, which district is supervised by a Fire District Board of Trustees appointed and acting pursuant to K.S.A. 19-3612a and all acts amendatory thereof and supplemental thereto.

WHEREAS, the said Fire District desires to receive from the Cities certain fire protection as hereinafter set forth, and the Cities are willing and able to furnish such fire protection, and both the Fire District and Cities desire to contract with reference thereto.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties thereto, the Fire District and the Cities agree as follows:

SECTION ONE – TERM

This five-year agreement for Fire Protection Service shall commence on the 1st day of January 2026, and end on the 31st day of December 2031. Renegotiations for the extensions or renewal of this agreement shall commence on January 15th and be completed prior to March 15th of the year preceding the effective renewal date, so as to allow the City and the Fire District sufficient time for calculation and preparation of their respective annual budgets.

Either party to this Agreement may terminate the same by giving the other party notice on or before March 1st of the year preceding the effective renewal date. Notice shall be deemed given if delivered by certified mail, return receipt requested, addressed to the parties as follows:

City Manager, City of Arkansas City, 118 W. Central, Arkansas City, Kansas 67005.

City Manager, City of Winfield, 200 East 9th Ave, Winfield, Kansas 67156.

County Administrator, Cowley County Courthouse, 311 E. 9th Avenue, Winfield, Kansas 67156.

SECTION TWO - FIRE PROTECTION

The Cities, during the effective term of this agreement shall make reasonable effort to furnish

firefighting and related emergency services, road and weather conditions permitting. They shall utilize paid on-call and regular firemen employed by said Cities and firefighting apparatus and equipment owned and operated by said Cities as determined by the official in charge. Cities have no obligation to attend fires where the value of the property which might be saved would be less than the cost of the Cities attending such fire. Either or both Cities shall not be obligated to respond to any fire call with equipment fighting a then existing fire, or where in the judgment of the fire official in charge, a condition exists which would likely result in substantial damage to firefighting equipment or would deplete available firefighting forces to an extent of unreasonably jeopardizing fire protection to the greater fire protection service area.

SECTION THREE - ANNUAL FEE

The Fire District shall pay to the Cities all revenues received from a five (5) mil ad valorem property tax levy on all taxable property within the Fire District as authorized by Kansas law provided such amount shall not be less than Fifty-Seven Thousand Seven Hundred and Fifty (\$57,750.00) Dollars. The proceeds of such tax levy and any other funds of any kind and source whatsoever to which the Fire District may be entitled as a result of said levy or the ability to levy taxes, shall be paid to the Cities with an equal amount going to each City for fire protection services rendered under this agreement. Said fire protection services payment shall be made by the Fire District within ten (10) days after the dates for distribution of taxed by the County Treasurer as provided by K.S.A. 12-1678a(c)(1). In the event said payments are not made to the Cities within said time, the Cities may terminate this agreement by providing thirty (30) days written notice of such fact to the Fire District.

SECTION FOUR - CONTROLLED BURNINGS

Any person within the territory of the said Fire District desiring to initiate a "controlled burning" of yards, pastures, or deteriorated buildings, must provide notice of and obtain consent to such burning in advance, and give notice of its completion.

SECTION FIVE - INDEMNITY

Cities shall not be liable in any way whatsoever to Fire District, its inhabitants, taxpayers, or employees, or to any other person, firm or corporation for failure of its fire department to attend any fire or for failure to extinguish a fire, for damage to goods, property or persons for any reason whatsoever, including but not limited to, negligence. Said Fire District agrees to indemnify and hold Cities harmless for any claim or judgment rendered against it or monies paid out in settlement or payment thereof or in cost of defense.

SECTION SIX - NONEXCLUSIVE CONTRACT

This agreement shall not be considered as exclusive and the said Fire District acknowledges that the Cities may enter into similar agreements with other fire districts, municipalities, governmental agencies, persons, firms, corporations, or any other instrumentalities.

SECTION SEVEN - DISTRICT'S PUBLICATION EXPENSES

The cities shall pay legal publication expenses of the Fire Departments which are required of said District to discharge its responsibilities under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on their behalf respectively by the Mayors of the City of Arkansas City and the City of Winfield, Kansas, duly attested by the respective City Clerks, and by the Chairman of the Board of Trustees of Rural Fire District No. 6, Cowley County, Kansas duly attested by the County Clerk, the date and year first above written.

THE CITY OF ARKANSAS CITY, KANSAS

By: _____

Chad Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

THE CITY OF WINFIELD, KANSAS

By: _____

Ronald E. Hutto, Mayor

ATTEST:

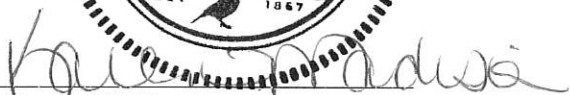
Tania Richardson, City Clerk

RURAL FIRE DISTRICT NO. 6
COWLEY COUNTY, KANSAS

By: _____

Wayne Wilt
Wayne Wilt, Chairman
Board of County Commissioners
Cowley County, Kansas

ATTEST:


Karen Madison,
County Clerk

