

Addendum No 3. To an Existing Agreement

This document is in reference to a contact agreement dated May 15, 2007, attached hereto and referenced herein between the City of Arkansas City, Kansas a municipal corporation herein as referred to as "City" and Rural Fire District No. 5, Cowley County, Kansas herein after referred to as "Fire District". This document as references the previous Addendum No. 1 and Addendum No. 2 to an Existing Agreement dated June 15th, 2021 attached hereto and referenced herein.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes as outline below. This additional shall be made valid as if they are included in the original stated contract.

SECTION ONE-TERM

This four-year agreement for fire protection service shall commence on the 1st day of January 2022, and end on the 31st day of December 2025. Renegotiations for extensions or renewal of this agreement shall commence January 15 and be completed prior to March 15 of the year proceeding the effective renewal date, so as to allow the City and 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 15 of the year proceeding 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

Board of County Commissioners, Cowley County Courthouse, 311 E. 9th, Winfield, Kansas 6716

No other terms or conditions of the above-mentioned contract shall be negated or changed as of result of this here stated addendum. This addendum is made and entered into this 15th day of June 2021.

CITY OF ARKANSAS CITY, KANSAS

Mayor

ATTEST _____

City Clerk

RURAL FIRE DEISTRIC #5
COWLEY COUNTY, KANSAS

Chairman
Board of County Commissioners

ATTEST: _____
County Clerk

Addendum No. 2 to an Existing Agreement

This document is in reference to a contract agreement dated May 15, 2007 attached hereto and referenced herein between the City of Arkansas City, Kansas, a municipal corporation herein after referred to as "City" and Rural Fire District No. 5, Cowley County, Kansas herein after referred to as "Fire District". This document also references the previous Addendum No. 1 to an Existing Agreement dated March 6, 2012 attached hereto and referenced herein.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes as outlined below. This addition shall be made valid as if they are included in the original stated contract.

SECTION ONE - TERM.

This four-year agreement for fire protection service shall commence on the 1st day of January 2017, and end on the 31st day of December 2021. Renegotiations for extensions or renewal of this agreement shall commence January 15 and be completed prior to March 15 of the year preceding the effective renewal date, so as to allow the City and Fire District sufficient time for calculation and preparation of their respective annual budgets.

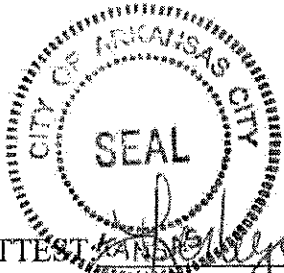
Either party to this agreement may terminate the same by giving the other party notice on or before March 15 of the year preceding the effective renewal date. Notice shall be deemed given if delivered by certified mail, return receipt requested, addressed to the parties as follows:

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

Board of County Commissioners, Cowley County Courthouse, 311 E 9th, Winfield, Kansas 67156.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum. This addendum is made and entered into this 18 day of Nov., 2016.

CITY OF ARKANSAS CITY, KANSAS



ATTEST:

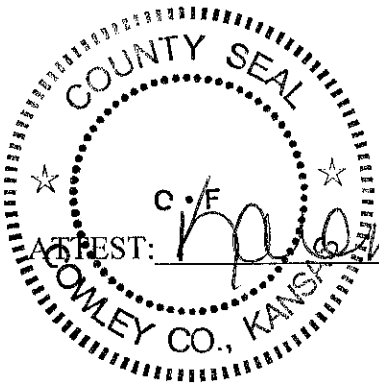
Jessie Shora

City Clerk

Deane L. Bestman

Mayor

RURAL FIRE DISTRICT #5
COWLEY COUNTY, KANSAS



ATTEST:

Harmon Madison

County Clerk

Alan [Signature]

Chairman

Board of County Commissioners
Cowley County, Kansas

RESOLUTION NO. 2016-10-3051

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY APPROVE ADDENDUM #2 TO AGREEMENT WITH RURAL FIRE DISTRICT NO. 5, TO EXTEND THE TERM OF THAT CONTRACT TO PROVIDE FIRE SERVICES.

WHEREAS, on the 15th day of May, 2007, the Governing Body adopted Resolution No. 2007-05-2402, authorizing a contract to provide fire services to Rural Fire District No. 5; and

WHEREAS, on the 6th Day of March, 2012, the Governing Body adopted Resolution No. 2012-03-2760, authorizing Addendum #1, extending the term of the original contract to provide fire service.

WHEREAS, the parties desire to once again extend the term of the Agreement, and otherwise maintain all other terms and conditions without change.

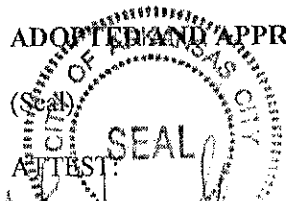
NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City hereby authorizes the Mayor of the City of Arkansas City to execute Addendum #2, to the May 15, 2007 Agreement with Fire District No. 5 whereby the Arkansas City Fire Department provide fire response services to the area served by Rural Fire District No. 5 until December 31, 2021. Such Addendum is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO: This Resolution will be in full force and effect from its date of passage by the City Commission of the City of Arkansas City.

SECTION THREE: The Mayor, City Clerk, and/or City Administration are hereby authorized and directed to execute any and all documents necessary to consummate the legislative purposes and intents as expressed in this Legislative Enactment, and, if executed by the Mayor (or other person authorized by law to act in the event of the absence or inability of the Mayor to act), the City Clerk is directed to attest to and affix the official seal of the City thereon; the City Manager shall act as the official representative of the City for this and all subsequent related activities.

ADOPTED AND APPROVED by the governing body of the Arkansas City, Kansas, on October 18, 2016.



Duane L. Oestmann
Duane L. Oestmann, Mayor

Lesley Shook
Lesley Shook, City Clerk

APPROVED AS TO FORM
Tamara Niles
Tamara Niles, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2016-10-3051 of the City of Arkansas City, Kansas adopted by the governing body on October 18, 2016 as the same appears of record in my office.

DATED: 10-25-16

Lesley Shook
Lesley Shook, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this ²⁰⁰⁷ 15 day of May, by and between the City of Arkansas City, Kansas, a municipal corporation, hereinafter referred to as "City" and Rural Fire District No. 5, Cowley County, Kansas, hereinafter referred to as "Fire District".

WHEREAS, the said Fire District is established and organized under the provisions of K.S.A. 19-3601 et seq. and all acts amendatory thereof and supplemental thereto, which district is supervised by the Cowley County Board of Commissioners who constitutes the governing body of said Fire District pursuant to K.S.A. 19-3601 and all acts amendatory thereof and supplemental thereto.

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

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

SECTION ONE – TERM.

This five-year agreement for Fire Protection Service shall commence on the 1st day of January 2008, and end on the 31st day of December 2012. Renegotiations for the extensions or renewal of this agreement shall commence January 15 and be completed prior to March 15 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 15 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;

Board of County Commissioners, Cowley County Courthouse, 311 E. 9th Avenue, Winfield, Kansas 67156.

SECTION TWO - FIRE PROTECTION.

The City, during the effective term of this Agreement, shall furnish firefighting and related emergency services, utilizing paid on call and regular firemen employed by the City, and fire fighting apparatus and equipment owned and operated by the City, all as the fire chief, or officer in charge may determine, to the District, INCLUDING, for structure fires, rural fire service by response with fire fighting apparatus having a minimum pumping capacity of 500 G.P.M. (gallons per minute) and a minimum of 1,000 gallons of water.

SECTION THREE - FEE.

The Fire District shall annually make and pay to the City a 7.0 mill levy in budget years 2008, 2009, 2010, and a 7.5 mill levy in budget years 2011 and 2012 (see Appendix A for annual levy and valuation projections) upon all of the taxable tangible property located within the fire district, specifically including the following:

- (a) Motor Vehicle Tax levied pursuant to K.S.A. 79-5111;
- (b) Recreational Vehicle Tax levied pursuant to K.S.A. 79-5123
- (c) 16/20 Vehicle Tax levied pursuant to K.S.A. 79-5105(a).

Payments will be due within 15 working days after each and every tax distribution throughout the year by the County Treasurer of Cowley County, Kansas. Said monies shall be used by the City to assist in maintaining equipment, apparatus, salaries, insurance premiums, and any other items of expense connected with the services to be performed by the City under this Agreement.

Additionally, the Fire District shall make a one-time lump sum payment to the City in the approximate amount of \$50,000, based upon the total amount available in the current Fire District fund at the end of Budget Year 2007. This payment shall be made by February 1st of 2008.

SECTION FOUR - UNREPORTED BURNINGS.

The Fire District shall advise all of its residents that any resident desiring to initiate a "controlled burning" of yards, pastures, or deteriorated buildings shall provide notice of burning in advance and upon completion thereof.

SECTION FIVE - INDEMNITY.

To the fullest extent permitted by applicable law, the parties hereto each agree to indemnify, protect, defend and hold the other harmless from any and all claims, damages, losses, causes of action, suits, judgments and expenses, including attorney's fees caused by the negligence of said party.

SECTION SIX - DISTRICT'S PUBLICATION EXPENSES.

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

SECTION SEVEN – FIRE REPORTS.

The City agrees prior to April 1, following each calendar year included in the effective term of this agreement, to furnish the Fire District an annual report for each fire alarm responded to within said District including the nature, location and other pertinent information concerning each such fire or alarm.

SECTION EIGHT – NON-EXCLUSIVE CONTRACT.

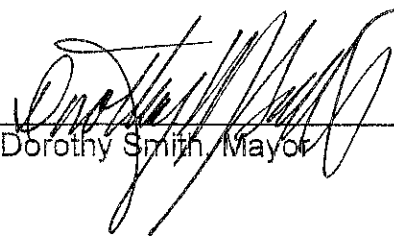
This contract shall not be considered as exclusive and the Fire District acknowledges that the City may enter into similar agreements with other fire districts, municipalities or governmental agencies.

SECTION NINE – INDEPENDENT CONTRACTOR.

The parties understand and agree that the services provided by City are as an independent contractor. City shall have the absolute authority and discretion to determine how to perform the services provided herein. City may contract with other municipalities for the purpose of providing the same or similar services for which City has contracted herein.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf respectively by the Mayor of the City of Arkansas City, Kansas, duly attested by the City Clerk, and by the Chairman of the Board of County Commissioners, Cowley County, Kansas, duly attested by the County Clerk, the day and year first above written.


CITY OF ARKANSAS CITY, KANSAS

By 
Dorothy Smith, Mayor

ATTEST:
SEAL 
Michael Cox, City Clerk

RURAL FIRE DISTRICT NO. 5
COWLEY COUNTY, KANSAS

By 
Dick Bonfy, Chairman
Board of County Commissioners
Cowley County, Kansas

ATTEST:
COUNTY SEAL
O.F.
COWLEY CO., KANSAS

Karen D. Brooks, County Clerk

Appendix A

The following chart is a breakdown of the annual mill levy and the projected valuations for the 2008-2012 period of the referenced agreement between Arkansas City and Rural Fire District #5.

Projected Revenue from a 7 Mill Tax Levy during first 3 Yrs & 7.5 Mill Levy during last 2 Yrs of Fire Service Agreement.

<u>Tax Year</u>	<u>Budget Year</u>	<u>Estimated Valuation³</u>	<u>Mill Levy</u>	<u>Projected Ad Valorem Revenue¹</u>	<u>Projected Vehicle Tax Revenue²</u>	<u>Projected Total Revenue</u>
One Time Flat Payment on January 1, 2008.						\$ 46,000
2007	2008	26,342,147	7.000	\$ 175,175	\$ 24,418 ⁴	\$ 199,593
2008	2009	27,303,635	7.000	\$ 181,569	\$ 32,427 ⁵	\$ 213,996
2009	2010	28,300,218	7.000	\$ 188,196	\$ 32,427 ⁵	\$ 220,623
2010	2011	29,333,176	7.500	\$ 208,999	\$ 32,427 ⁵	\$ 241,426
2011	2012	30,403,837	7.500	\$ 216,627	\$ 32,427 ⁵	\$ 249,054

¹ Projected Revenue adjusted to take into account a 5% Delinquency Rate.

² Includes projected Motor, Recreational & 16/20M Vehicle Tax Revenue.

³ Over the last 4 years the Valuation has grown roughly an average of 3.65% per year.

⁴ Based on estimate from County Treasurer's Office.

⁵ Vehicle tax revenue should go back up again after 2008.