

# **AGREEMENT**

## **FIRE SERVICES FOR COWLEY COUNTY RURAL FIRE DISTRICT NO. 5**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of July 2025, 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 a supplemental thereto.

**WHEREAS**, the said Fire District desired 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 City agree as follows:

### **SECTION ONE – TERM**

This five-year agreement for Fire Protection Service shall commence on the 1<sup>st</sup> day of January 2026, and end on the 31<sup>st</sup> day of December 2031. Renegotiations for the extensions or renewal of this agreement shall commence on January 15<sup>th</sup> and be completed prior to March 15<sup>th</sup> 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 1<sup>st</sup> 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;

County Administrator, Cowley County Courthouse, 311 E. 9<sup>th</sup> Avenue, Winfield, Kansas 67156.

## **SECTION TWO – FIRE PROTECTION**

The City, during the effective term of this Agreement, shall make reasonable effort to furnish firefighting and related emergency services, utilizing paid on call and regular firemen employed by the City, and firefighting 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 fighting apparatus, as applicable determined by the fire official in charge may determine, having a minimum pumping capacity of 50 G.P.M. (gallons per minute) and a minimum of 1,000 gallons of water. City has no obligation to attend fires where the value of the property which might be saved would be less than the cost to the City attending such fire. City 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 fire fighting forces to an extent of unreasonably jeopardizing fire protection to the greater fire protection service area.

## **SECTION THREE – FEE**

The Fire District shall annually make and pay to the City a 7.8 mill levy 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 of the Agreement.

## **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. District shall employ reasonable efforts to limit such expenses including but not limited to the use of summary ordinance/resolution when applicable.

#### **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 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 \_\_\_\_\_  
Chad Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

RURAL FIRE DISTRICT NO. 5  
COWLEY COUNTY, KANSAS

By \_\_\_\_\_  
Wayne Wilt, Chairman  
Board of County Commissioners  
Cowley County, Kansas

ATTEST:

\_\_\_\_\_  
Karen Madison, County Clerk