

ORDINANCE NO. 930

AN ORDINANCE AMENDING ORDINANCE # 861 AND AUTHORIZING FIRE FIGHTING SERVICE BY THE FIRE DEPARTMENT OF THE CITY OF CHETOPA, KANSAS IN NEOSHO TOWNSHIP IN CHEROKEE COUNTY, KANSAS, AND ENTERING INTO A CONTRACT BETWEEN THE CITY OF CHETOPA, KANSAS AND NEOSHO TOWNSHIP FOR SAID PURPOSE:

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CHETOPA, KANSAS:

SECTION 1: That the following contract be and the same is hereby approved and the Mayor and City Clerk of the City of Chetopa, Kansas 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 31st day of Dec., 2019, by and between the City of Chetopa, Kansas, Party of the First Part, and Neosho Township, in Cherokee County, Kansas, Party of the Second Part.

WITNESSETH, Whereas the 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 having duly organized and established fire department with various firefighting equipment, and

WHEREAS, Party of the Second part is a township corporation organized and existing under and by virtue of the laws of the State of Kansas having no organized and established fire department or firefighting service within said township, and

WHEREAS, it is the desire of the parties hereto that Party of the First Part shall furnish Party of the Second Part firefighting service upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Said Party of the First Part agrees to furnish firefighting service by its volunteer municipal fire department to said Party of the Second Part for the protection of persons and property located in Neosho Township, Cherokee County, Kansas, provided as follows:

(a) That said Party of the First shall not be liable in any way for failure of the volunteer fire department to attend a fire, or to put out a fire, or for any other reason, but the department shall make a reasonable effort (road and weather conditions permitting) to attend fires in said township when notified; and provided further

(b) That the fire chief or person in charge of the fire department of said First Party shall have the right in any case to determine whether or not the said First Party can spare all or any portion of its fire equipment and firemen at that particular time.

2. That the said Party of the First Part further agrees that any fire fighting vehicle used on runs to fires to Neosho Township shall be marked accordingly and equipped with a siren in good working order, so that such vehicle shall have the right of way on public highways in going to or returning from a fire, as provided by law.
3. That said Party of the Second Part agrees to pay to Party of the First Part for firefighting service commencing with January 1, 2020, the sum of nine thousand dollars (\$9000.00) derived from a tax levy of assessed valuation in Neosho Township, Cherokee County, Kansas, for the fire protection purposes, to be extended upon the tax rolls for the year of 2019, and upon the further condition that said party of the Second Part will pay over to the Party of the First Part as the consideration for making fire runs during the calendar year 2020 the entire proceeds derived from such tax levy; and will in like manner levy a similar levy as that described as aforesaid, and will in like manner pay the entire proceeds of such a levy, to the Party of the First Part, each year that this agreement may be in effect after 2020.
4. That said Party of the First Part shall keep all compensation received under this contract in the firefighting equipment fund in said city to be used for the expenses and maintenance of equipment, for the costs and material used for firefighting, to pay the firemen, and to enable the Party of the First Part to carry a sufficient amount of insurance to indemnify it for loss or damage to any firefighting equipment or injury or damage to persons or property.
5. That it is specifically understood and agreed that Party of the First Part agrees to furnish, and Party of the Second part is contracting for firefighting service only, and that Second Party shall not have any right, title or interest in and to any and all firefighting equipment owned by said First Party or hereafter acquired by said First Party.
6. That this agreement shall be effective as of January 1, 2020, and shall remain in full force and effect from year to year, unless either party shall notify the other in writing on or before October 1st of any calendar year of its intention and desire to cancel and terminate such agreement for succeeding calendar years.

IN WITNESS WHEREOF, the governing body of the City of Chetopa, Kansas has by ordinance authorized this agreement to be signed by its Mayor and attested by its City Clerk, and the Township Board of Neosho Township in Cherokee County, Kansas, has by resolution authorized this agreement to be signed by its Township Trustee and attested by the Township Clerk, all as by law provided, and we have hereunto subscribed our names and affixed our seal the day and year first above written.

NEOSHO TOWNSHIP, CHEROKEE COUNTY, KANSAS

By: Vernon Hill
Trustee

ATTEST: Zachary Lawellin
Township Clerk

SECTION II. This ordinance shall take effect and be in force from and after January 1, 2020, and its passage, approval and publication by the city.

PASSED AND APPROVED by the Governing Body of the City of Chetopa, Kansas this 7th day of January, 2020.

APPROVED: Tammy Bushong
Mayor

SEAL

ATTEST: Toni A. Crumrine
City Clerk