

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE’S SUMMIT,
MISSOURI AND THE SOUTHERN JACKSON COUNTY FIRE PROTECTION
DISTRICT FOR WATER SERVICES FOR TRAINING PURPOSES AT 11010 S.
MILTON THOMPSON ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023 (“Effective Date”) between the City of Lee’s Summit, a Missouri municipal corporation, (“City”), and the Southern Jackson County Fire Protection District, a Missouri political subdivision organized and existing under the laws of the State of Missouri (“District”). The City and the District are sometimes referred to individually as the “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Jackson County, Missouri which operates a water and sewer department, and

WHEREAS, District is a Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire, and

WHEREAS, District is the owner of real property located within the City of Lee’s Summit water supply area located at 11010 S. Milton Thompson Road in unincorporated Jackson County, Missouri (“Property”), and

WHEREAS, District desires to connect to the City’s water supply system adjacent to the Property for a new training facility to be constructed on the Property, and

WHEREAS, normally such use of the City’s water supply system would be subject to the applicable tap fee under the City’s Ordinances. However, the District has requested the applicable tap fee be waived based on the intermittent use of water and the City’s ability to suspend water service to the new training facility if water usage on the City’s water system requires its suspension, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties’ respective responsibilities for providing water service to the Property.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Ability to Contract:** District warrants they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. **Conditions of water service:** This Agreement shall not require the City to provide water service or continue to provide water service to the Property. Any water service provided by the City to the Property shall be subject to the Ordinances, Rules, and Regulations of the City of Lee’s Summit, the State of Missouri, and the Federal government.

3. Costs of water service: Any water service provided to the Property shall be at the sole expense of the Property owner including but not limited to any engineering and design, construction costs, installation fees, ongoing maintenance fees, monthly water service fees, or any other fee levied or assessed by the City to the Property. However, the City will waive the applicable water tap fee for the new fire training facility to be built on the Property subject to the terms of this Agreement.
4. Use of water service: The water service under this agreement shall be used exclusively for the new fire training facility to be constructed on the Property. The water service for this new fire training facility shall not be a constant use of water, it shall only be used on a limited and intermittent basis for training purposes.
5. Suspension of water service: As a consideration for the waiver of the applicable tap fee, the City shall have the ability to suspend the water service under this Agreement, at the sole decision of the City, should demand on the City water system necessitate the suspension of water service.
6. Term: This Agreement shall be effective upon the Effective Date and remain in full force and effect unless terminated pursuant to this Agreement.
7. Termination: The City shall have the right to terminate this Agreement at any time and without cause. The District shall have the right to terminate this Agreement upon written agreement of the City.
8. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
9. Entire Agreement; Interpretation; Parol Evidence: This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the Parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.
11. Execution: This Agreement may be executed in any number of counterparts and each shall be deemed to be an original if signed by all Parties, but all of which together shall constitute one and the same document. The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

12. Survival and Notification: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns as provided in this Agreement. District shall notify the City in writing prior to any sale of the Property or portion of the Property and shall also notify any new or potential new owner of the Property or portion of the Property of this Agreement and the terms of this Agreement. Upon the effective date of the sale of the Property or any portion of the Property, and at the option of the City, the City may terminate this Agreement and water service to the Property pursuant to Paragraph 7 “Termination”, require any new owner of the Property to pay the current applicable tap fee at the time of the sale of the Property, and/or require any new owner of the Property to execute a new agreement for the continuation of water service by the City or the assumption of this Agreement. As long as the City is notified by the District in writing prior to any sale of the entire Property and provides written guarantee to the City that any new owner has been provided a copy of this Agreement prior to entering into a sales agreement, the District’s responsibilities under this Agreement shall terminate upon the sale of the Property.
13. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
14. Whereas Clauses: The “Whereas” clauses stated above are incorporated herein by reference.
15. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
16. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
17. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
18. Sovereign Immunity: In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City’s defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
19. Provisions Required by Law: Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
20. Rights and Remedies: No provision in this Agreement shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City’s acceptance of and payment for services, shall not release the District from any responsibilities or obligations imposed by this Agreement or by law, and shall

Southern Jackson County Fire Protection District

[Handwritten Signature]

By: *FIRE CHIEF*

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City of Lee's Summit

William A. Baird, Mayor

Attest: Trisha Fowler Arcuri, City Clerk

Approved as to Form:

Scott Ison, Chief Counsel of Infrastructure and Recreation

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