

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
CITY OF LEE’S SUMMIT AND THE JACKSON COUNTY  
PUBLIC WATER SUPPLY DISTRICT NO. 13, THE  
PROVISION OF AND THE TERMINATION OF WATER  
SERVICE AND SEWER SERVICE AND EXCHANGE OF  
INFORMATION**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lee’s Summit, Missouri (“City”) and Jackson County Public Water Supply District No. 13, of Jackson County, Missouri (“District”).

WHEREAS, the City is a constitutional charter city organized and existing pursuant to the Missouri constitution and Chapter 82 RSMo; and,

WHEREAS, the District is a public water supply district organized and existing pursuant to Chapter 247 RSMo: and,

WHEREAS, the District provides water service to customers within geographic boundaries of the District not otherwise conveyed to the City; and,

WHEREAS, the City provides sewer service to customers within the geographic boundaries of the District; and,

WHEREAS, Article VI, Section 16, of the Missouri Constitution and Section 70.220, RSMo, authorize cooperative Agreements between municipalities and other political subdivisions.

WHEREAS, Section 393.016, RSMo, authorizes water districts to contract with cities for the termination of water service when fees from City provided sewer services are in arrears.

WHEREAS, both the City and the District are desirous of reaching an Agreement and understanding regarding the provision of water and sewer service in that portion of their respective territories which overlap.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

**I. PROVISION OF WATER AND SEWER SERVICE**

1. Territory: This Agreement covers that territory (the “Territory”) in which the boundaries of the District and the City overlap or may overlap in the future.
2. Joint Service: The District and the City anticipate the simultaneous provision of water service by the District and the provision of sewer by the City to, structures, facilities, and properties located in the Territory.
3. Water Service: It is agreed that if any person or entity requests water service to any structure, facility or property in the Territory it shall be provided by the District unless the District affirmatively refuses to offer such water service, or in such cases where the District allows the property with the Territory to be served by the City then the City shall have the right, but not the obligation, to provide in perpetuity water service to such structure, facility or property.
4. Sewer Service: It is agreed that if any person or entity requests sewer service to any structure, facility or property in the Territory it shall be provided by the City unless the City affirmatively refuses to offer such sewer service, then the District shall have the right, but not the obligation, to provide sewer service to such structure, facility or property, for so long as such structure, facility or property is within the City’s limits. The City’s refusal to temporarily or permanently provide sewer service to a customer in the Territory due to the customer’s failure to make prompt payment for such services or comply with conditions or policies of the City associated with the provision of such service does not constitute affirmative refusal to offer service on the part of the City nor create any obligation on the part of the District to provide such sewer service.
5. Release: The District hereby releases to the City any customer that the City may ultimately provide water service to pursuant to the terms of paragraph number three of this Article I, and the City hereby releases to the District any customer that the District may ultimately provide sewer service to pursuant to the terms of paragraph number four of this Article I.
6. Maintenance: The parties agree that (a) all water lines and related equipment

used by the District in the Territory shall be the property of the District and the obligation for the maintenance thereof shall be the responsibility of the District, and (b) all sewer lines and related equipment used by the City in the Territory shall be the property of the City and the obligation for the maintenance thereof shall be the responsibility of the City.

7. Connections: The District and the City agree to coordinate the timing of customer connections to their respective utility system such that no structure, facility or property is without either service for any substantial period. Both parties agree that neither will connect any customer to its service until all charges required by the other shall have been paid in full.
8. Access to Easements: The District shall permit the City to have access along and over any of its easements for all actions and purposes of carrying out the provision or termination of sewer service to its customers within the Territory covered by this Agreement.
9. Charges: The District shall be solely responsible for establishing and billing all charges for its water service, including but not limited to connection, disconnection, and re-connection fees, water rates, security deposits and collection charges. The City shall be solely responsible for establishing and billing all charges for its sewer service, including but not limited to, connection, disconnection, re-connection fees, sewer rates, security deposits and collection charges.

## **II. TERMINATION/RE-CONNECTION OF DISTRICT WATER SERVICE**

The District agrees to terminate water service to customers within twenty-four (24) hours of receiving a Termination Request from the City that water service should be terminated for non-payment of the customer's sewer billing from the City. The termination shall be in writing and may be done using electronic mail. The City represents that its sending of a Termination Request to the District will constitute a representation that all notice requirements, with respect to the customer, imposed by law for the Termination of water service for non-payment of a sewer bill have been met and

that the District's Termination of water service will be done in reliance upon the City's Termination Request. The District agrees to reconnect water service to customers upon receipt of a Re-connection Notice from the City.

The District and the City shall notify all joint customers of the District and the City that (a) they will not be connected to the water or sewer system until all charges due both the District and the City have been paid in full, and (b) a failure to follow either the District or the City's policies and procedures may result in the disconnection of either or both water and sewer service, and (c) that re-connection fees may be charged by both the District and the City and both must be paid regardless of the reason of disconnection.

No re-connection will be made if payment is received after normal business hours. No re-connection will be made on Saturday, Sunday or holidays specified by the City or District. Notwithstanding any provision to the contrary, all termination will be completed during the second week of each month, excluding the second (2<sup>nd</sup>) Tuesday of each month.

### **III. EXPENSES ASSOCIATED WITH DISCONNECTION AND/OR RE-CONNECTION**

All expense and cost incurred by the District in performing or carrying out this Agreement shall be reimbursed to the District by the City. The reimbursement shall be made monthly.

The City agrees to pay to the District for each disconnection requested by the City a fee of \$30.00 and for each re-connection requested by the City a fee of \$30.00, for a total of \$60.00 per customer per Termination of service.

As referenced in Section 393.016, RSMo. The expense and cost of the District shall be recalculated annually and that amount due is during the subsequent year shall be increased or decreased according to any change occurring in the costs and expenses as such costs and expenses would be calculated for any fee charged by the District or City Any change in method of calculating the expense and cost of the District shall take place no more frequently than every two years.

#### **IV. INSURANCE**

The City shall always keep in force a general comprehensive public liability and property damage policy issued by a company authorized to do business in Missouri with policy limits and equal to or in excess of those set forth in Section 537.610 RSMo., shall include the District and any independent contractor who performs services pursuant to this Agreement under contract with the water provider thereon as an additional insured and shall furnish the District and such independent contractor a certificate of insurance evidencing such insurance is in effect. If at any time the City fails to do so and furnish such certificate of insurance to the District and such independent contractor, the District and such independent contractor may cease to make water service Terminations until such requirement is satisfied.

Such insurance shall only extend as to claims arising from services provided pursuant to this Agreement.

In the event the District, or any independent contractor who performs this Agreement under contract with the District, incurs attorney fees or other costs not covered by insurance as a result of any claim, litigation, or threatened litigation against the District, or independent contractor, which exceeds the limits of insurance coverage provided to the District, or independent contractor, by the City, the City shall reimburse such amounts to the District or independent contractor.

#### **V. RSMo.393.016**

All the provisions, terms and requirements of Missouri Revised Statutes Section 393.016 are made a part of and incorporated into this Agreement by reference as if fully set forth herein. In the event of any conflict between this Agreement and the Statute, the Statute will control.

#### **VI. LOSS OF PROFITS BY THE DISTRICT**

Any loss of revenue for the sale of water incurred by the District as a result of discontinuing water service because of the failure of any City sewage user to pay the charges or rental therefore and said sewage user is not also delinquent in payment of the

District's water service bill, and District discontinued service at the request of the City, shall be paid to the District by the City. Any such loss of profits claimed by the District shall be submitted in writing to the City within 30 days of the date such loss occurred, but in no event later than 60 days after Termination of service by the District.

**VII. DISTRICT'S RIGHT TO TERMINATE OR DENY WATER SERVICE FOR REASONS UNRELATED TO PAYMENT OF BILLINGS**

Nothing contained in this Agreement shall impair in any way the District's right to Terminate service for non-payment of its water billings or to deny water service for any other reason for which service may be denied under state or federal law, or the District's own rules and regulations.

**VIII. CITY'S RIGHT TO DISCONTINUE SEWER SERVICE**

Nothing contained herein shall prevent the City from entering upon its own easements or those of the District to disconnect sewer service from a nonpaying customer, which decision shall be left to the discretion of the City.

**IX. INDEMNITY**

Each party could procure insurance or other protective security for the performance of its duties under this Agreement and therefore shall not seek indemnification from each other for any actions or omissions arising out of performance of this Agreement. Neither party shall seek attorney's fees or costs against or from the other for any dispute or litigation costs arising out of this Agreement.

**X. TRANSFER OF CUSTOMER/METER INFORMATION**

The District agrees to provide the meter reads from the District to the City on a Monthly basis, at no charge to the City for the billing of sewer accounts.

**GENERAL TERMS AND CONDITIONS**

1. Applicable Law: This Agreement shall be governed by the construed according to the laws of the State of Missouri.



8. Headings: The paragraph headings contained herein are for the convenience of reference and are not intended to define or limit the scope of any provision of the Agreement.
9. Jointly Drafted: This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.
10. Entire Agreement: The terms and conditions herein constitute the entire Agreements of the parties and supersede all prior written and oral Agreements and understandings relating to the subject matter hereof, and this Agreement may be amended, altered or modified only in writing, and executed by duly authorized representatives of the parties hereto.
11. Agreement Contractual: The terms and provisions of this Agreement are contractual and not mere recitals.
12. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
13. Term: This Agreement shall be for a term of twenty (20) years from the date of its execution by both parties, but shall continue annually thereafter unless one of the parties serves on the other at least ninety (90) days prior to the expiration of an annual term that it intends to terminate this agreement. The right of the parties to renegotiate the terms of this Agreement at the conclusion of the twenty (20) year term or any annual extension thereof shall not be impaired by this paragraph.
14. Termination: This Agreement may be terminated by either party, by giving one hundred eighty (180) days written notice to the non-terminating party.

**XI. EFFECTIVE DATE**

This Agreement shall be effective only after approval by the governing bodies of both parties.



IN WITNESS THEROF the parties have caused this agreement to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF LEE’S SUMMIT, MISSOURI**

\_\_\_\_\_  
BY: William A Baird, Mayor

ATTESTED:

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes, Chief Counsel  
Infrastructure and Planning

**JACKSON COUNTY PUBLIC WATER  
SUPPLY DISTRICT NO.13, OF JACKSON  
COUNTY, MISSOURI**

\_\_\_\_\_  
BY: Thomas Reilly, Board President

ATTESTED:

\_\_\_\_\_  
Charles Dellario, District Manager