

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SEWER SERVICES FOR THE PRAIRIE  
TOWNSHIP FIRE PROTECTION DISTRICT HEADQUARTERS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Lee's Summit, Missouri**, a municipal corporation organized and existing pursuant to the laws of the State of Missouri (hereinafter "City") and **the Prairie Township Fire Protection District**, a Missouri political subdivision organized and existing under the laws of the State of Missouri.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and,

WHEREAS, the Prairie Township Fire Protection District (hereinafter "the 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, the District fire station is located at 11010 S. Milton Thompson Road, unincorporated Jackson County, Missouri, immediately adjacent to the corporate limits of the City; and

WHEREAS, the District currently operates using a private septic system for the removal of wastewater; and,

WHEREAS, due to the current configuration and location of lateral lines servicing the private septic system, as well as damage that the current system has suffered, the District has determined that it is necessary to upgrade its wastewater removal system; and,

WHEREAS, the City's sanitary sewer system has a main line that is approximately 3,000 feet from the District fire station; and,

WHEREAS, the District has requested that the City allow a connection from the District fire station to the City's sanitary sewer system for express purpose of providing the District sanitary sewer service; and,

WHEREAS, the City has reviewed the expected impact of flows on the system from a potential connection from the District fire station, and has determined that there are no concerns regarding capacity or other service related issues; and,

WHEREAS, the District already receives its' water service from the City; and,

WHEREAS, the District would be responsible for all construction and related costs to connect the District fire station to the City's sewer main, including costs for and acquisition of necessary easements for construction, and would be billed at the regular rate for all sewer services provided to District by the City; and,

WHEREAS, Pursuant to Section 6500.F.1.j of the City of Lee's Summit Design and Construction Manual, individual sanitary sewer connections are not allowed for properties located outside the corporate limits of the City; and,

WHEREAS, Section 32.240 of the City of Lee's Summit Code of Ordinances, "the City may enter into contracts with any person, including municipalities, sanitary districts, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary sewerage service; provided, however, that the rates or charges to be paid thereunder shall not be less than an amount which is fair and equitable, taking into account the cost to the City of providing such services;" and,

WHEREAS, in the interest of providing cooperative assistance to the District, a political subdivision, and in light of the minimal impact on the City's sewer system and the unique facts and circumstances described herein, City desires to authorize a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow the District, which is located outside the corporate limits of the City, to obtain sanitary sewer service from the City; and,

WHEREAS, in an effort to comply with Section 32.240 of the City of Lee's Summit Code of Ordinances, as well as in order to effectuate the one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual, the parties have jointly negotiated various terms and conditions, to be outlined herein, which set forth the understandings and expectations of the provision of sewer service to the District.

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

**1. Connection to City of Lee's Summit Sanitary Sewer Mains.** The City hereby authorizes a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow District, which is physically located outside the corporate limits of the City, to obtain sanitary sewer service from the City. District shall, at its sole expense, cause its sewerage system on and from its' property to be connected to the City's sanitary sewer system at such place or places which have been designated by the City of Lee's Summit Water Department Assistant Director of Engineering Services or his designees.

**2. Compliance with City of Lee's Summit Code.** Subject to the exception listed in No. 1, above, the District shall in all respects comply with the City of Lee's Summit Code, as amended, in making its connection(s) to the City's sanitary sewer system, and during the term of this Agreement.

**3. Permit, Inspections and Connections.** The District shall be responsible for obtaining all necessary permits prior to the commencement of any work related to this Intergovernmental Agreement; and shall further be responsible for any of the customary fees assessed by City for permits, inspections, and connections. District will be responsible for obtaining a private inspection of the improvements by the engineer of record to validate that the installation was in accordance with design standards and shall be responsible for providing documentation and necessary approvals of the

inspection to City prior to commencement of service. District shall also be responsible for payment of all sewer connection fees as established by City Ordinance. District shall submit all plans for improvements through the City's normal permitting and planning process, and District further agrees to pay any and all customary review and inspection costs as established by the City.

**4. Charges for Sewer Service.** District shall pay to City rates for sewer service as established by the City and as may be amended from time to time. The City shall have the sole discretion in determining charges for providing sewer service. District shall receive no cost reduction or discount for sewer services. District shall be billed for services on the same bill as District currently receives for water service, and shall continue to make payment in the same manner as payment is made for water service.

**5. Maintenance and Remediation.** Upon notification, from City or any other source, of a leak, disturbance in the line, odor complaint or other issue related to sewer service as determined in the sole discretion of City, District agrees that it shall immediately cease use of the system and shall, within 48 hours of receipt of notice from City, cause any repairs or remedial activities to take place within 48 hours of receipt of notice from City.

In the event City receives a notice of violation or any other notification in connection with the District's sewer service from the State of Missouri or any other regulatory agency which has authority over sanitary sewerage, City shall forward said notice of violation or notification to District within ten (10) business days, and shall provide District a reasonable opportunity to respond to the same. District agrees to cooperate with City in remediation of any notice of violation or notification and to work in conjunction with City to bring any said violations into compliance.

**6. Sale or Other Property Disposition.** The provision of sewer service to District as contained in the terms of this Agreement is non-transferable. In the event of sale or other conveyance of the property owned by District, or in the event that said property ceases use as a Fire Station for District's purposes, subject to the Annexation provisions contained in Section 8 of this Agreement, District shall be required to disconnect service immediately upon conveyance or the commencement of alternative use.

**7. Intent to Record Memorandum of Agreement with Jackson County Recorder of Deeds.** City and District agree that City shall file a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri.

**8. Voluntary Annexation.** The District acknowledges that the City of Lee's Summit has a requirement that property be annexed when it becomes contiguous to the City's boundaries when the property has received sanitary sewer service in advance of actual annexation. However, to permit the District to keep the property within its District boundaries, the City is agreeable to allowing the property to be annexed at the time of sale or when it no longer serves as a Fire/Ambulance Station. Therefore, District agrees that it shall voluntarily annex the District Property into the City of Lee's Summit prior to the sale of the District Property to another or upon a change in use so the District Property no longer serves as a fire or ambulance station in support of the District's governmental functions.

**9. Termination.** Either party may terminate this Intergovernmental Agreement for cause by giving the breaching party sixty (60) days written notice

**10. Indemnification and Insurance.**

- (a) To the extent permitted by law, the District shall indemnify and hold City harmless from any and all claims, damages, suits, losses, judgments, costs, fines or expenses, including attorneys fees, on account of injury to or death of any and all persons whomever, as well as any or all loss or destruction or damage to property, and from any regulatory agency's action concerning the discharge effluent of District arising in any way out of the construction of or connection to City's sanitary sewer system. District further agrees to indemnify City for any fine or penalty, including administrative costs and attorneys fees which may be levied against City by the State of Missouri or any other regulatory agency in connection with District's connection to City's sanitary sewer system or any violation related thereto.
- (b) During the construction and connection to City's sanitary sewer main, District shall provide evidence of general liability insurance coverage in an amount not less than \$2,000,000 per occurrence, naming the City as additional insured. Such coverage shall be primary for any and all work undertaken in connection with this Intergovernmental Agreement.

**11. Applicable Law.** This Intergovernmental Agreement shall be governed by and construed according to the laws of the State of Missouri, and jurisdiction shall be proper in Jackson County at Independence.

**12. Binding Effect.** This Intergovernmental Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, elected officials, agents, attorneys, employees, successors and assigns.

**13. Assignment.** Except as otherwise provided herein, neither the City nor the District shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior written consent of the other party.

**14. Notice.** Any notice required under the terms of this Intergovernmental Agreement shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:           City of Lee's Summit  
                          Attn: City Manager  
                          220 SE Green Street  
                          Lee's Summit, Missouri 64063

If to District:       Prairie Township Fire Protection District

11010 S. Milton Thompson Road  
Lee's Summit, Missouri 64086

**15. Headings.** The headings in this Intergovernmental Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

**16. Entire Agreement.** The terms and conditions herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof, and this Agreement may only be amended, altered, or modified in writing, and executed by duly authorized representatives of the parties hereto.

**IN WITNESS WHEREOF,** the parties have caused this Intergovernmental Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management & Operations/Deputy City Attorney  
Jackie McCormick Heanue

**PRAIRIE TOWNSHIP FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_