

AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE
CERTAIN SERVICES TO CITY OF SUGAR CREEK,
MISSOURI BY THE CITY OF LEE'S SUMMIT, MISSOURI

WHEREAS, the City of Lee's Summit, Missouri (hereafter "the City") has established and operates the Lee's Summit Fire Department Communications Center (hereafter "the Communications Center") with equipment and personnel for dispatching fire, emergency medical, and other related emergencies; and

WHEREAS the City has the capability and desire to make the dispatching services of the Fire Department Communications Center available to other governmental entities; and

WHEREAS the City of Sugar Creek, Missouri Fire Department (hereafter "Contracting Agency") desires to contract for such dispatching services; and

WHEREAS the City and the Contracting Agency are authorized to contract and cooperate for the provision of such services by Section 70.220 and 321.220 RSMo; and

WHEREAS such legislation contemplates joint agreements between units of government to provide governmental services; and

WHEREAS, contracting with a communications center that provides service to multiple entities is the most economical and desirable way to provide for dispatching services within the corporate limits of the Contracting Agency.

NOW, THEREFORE, the City and the Contracting Agency AGREE AS FOLLOWS:

SECTION 1: The City shall, in consideration for the payments to be made by the Contracting Agency, as hereafter set forth, maintain and provide the following communication services for the Contracting Agency as described in Exhibit A, attached hereto and incorporated herein as if fully set forth.

SECTION 2: The City shall provide such communication services in city buildings located within the City and all Communications Center personnel shall be employed by the City and are not agents or employees of the Contracting Agency.

SECTION 3: An Advisory Committee for the Communications Center may be formed. The Committee shall be comprised of up to two chief officers from each entity that contracts with the City for communications services. The purpose of this Committee is to assist and advise in the development and implementation of operating procedures, including Communications Center training. The chief of the Lee's Summit Fire Department or his/her designee shall be the chair of the Advisory Committee with the authority to call meetings of the Advisory Committee. However, the City retains control over the training and operations of the Communications Center.

SECTION 4: In consideration for the City providing the communication services detailed herein, the Contracting Agency agrees to pay the City funds equal to the amount shown calculated in accordance with a formula shown on Exhibit B attached hereto and incorporated herein by reference as if fully set forth herein.

The payment shall be due on April 1 of each year that the contract is in effect. The first year's payment shall be \$18,415 and is due within 30 days of the effective date of this agreement. Each year the payment may be adjusted as shown on Exhibit B.

SECTION 5: This contract shall commence September 22nd, 2025 and remain in effect through December 31, 2025 and then be renewed automatically for additional one-year periods beginning January 1, unless prior to September 1 of any given year a party hereto gives notice of its intention to terminate the agreement on December 31 of that calendar year. Said notice shall be in writing and delivered to the other party at its principal place of business. The parties' obligations as to services and payments shall continue unabated through December 31 of that calendar year.

SECTION 6: Any request for records created because of this Agreement shall be subject to the Missouri Sunshine Law, Chapter 610, RSMo. Both parties shall have full access to all records created because of the dispatch services provided by the City to the Contracting Agency pursuant to this Agreement. Dispatch records created by the City because of this Agreement shall be in the custody of the City and the City shall be custodian of such records. In the event the City receives a request under the Missouri Sunshine Law for record pertaining to services under this Agreement provided by the City to Contracting Agency, the City shall provide the Contracting Agency immediate notice. The City agrees to cooperate with the Contracting Agency in responding to any request under the Missouri Sunshine Law for any record pertaining to services under this Agreement provided by the City to the Contracting Agency prior to releasing any records pursuant to the request. The retention of any records by the City resulting from this agreement shall be retained in accordance with the Missouri Record Retention Act and relevant City & Contracting Agency Ordinances governing the retention of records. If ambulance calls are to be dispatched pursuant to this Agreement, then the release of Personal Health Information shall be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well. The parties shall, in addition to this Agreement, also execute a HIPAA compliant Business Associate Agreement (Exhibit C).

Upon termination, cancellation, expiration or other conclusion of the Agreement, the City shall destroy all related records in accordance with its records retention practices, unless the Contracting Agency requests the return of such records within 90 days of the Agreement's conclusion. This provision shall also apply to all records that are in the possession of subcontractors or agents of the City. The City shall complete such return or destruction or, effectuate such return or destruction by an agent, subcontractor, not less than sixty (60) days after the conclusion of this Agreement. Within such sixty (60) day period, the City shall certify in writing to the Contracting Agency that such return or destruction has been completed or effectuated. The City's obligations to return or destroy data under this section will survive termination of this Agreement.

SECTION 7: The Parties shall maintain during the term of this Agreement, at least the following minimum types and amounts of insurance coverage and any additional insurance (whether in type or limit of insurance) required by law:

Coverage	Limits
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$500,000
(c) Commercial General Liability (combined single limit each occurrence)	\$1,000,000

All insurance policies shall be written through a company duly authorized to transact that class of business in the State of Missouri. Certificates evidencing all the required insurance shall be delivered to each Party prior to the commencement of any services under this agreement. The Parties shall provide each other with thirty (30) days prior written notice of any change or cancellation of any policies required to be maintained under this Agreement. The Parties preserve all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537,600 et seq. Any insurance purchased by the Parties hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the Parties and their employees, appointed or elected officers, agents or persons acting on their respective behalf by statute or at common law.

SECTION 8: The Parties expressly agree to the extent permitted by valid law, to indemnify each other for, and hold each other harmless from and against, all liability for injury or damages received or sustained by any person or entity as the result of the other party's negligence. The Fire Protection District is not an agent or employee of the City.

SECTION 9: This agreement shall not be in full force and effect until an ordinance authorizing said agreement is passed by the City Council of the City of Lee's Summit, Missouri, and the Board of Alderman of the City of Sugar Creek, Missouri pursuant to Section 90.230 RSMo.

SECTION 10: If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, pandemic, or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such no-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

SECTION 11: Any notice, demand, or other communications under this Agreement shall be in writing and shall be delivered to the address of the party as set forth below:

If to: City of Sugar Creek, Missouri Fire Department
Attn: Chief Nate Richardson
1001 Heroes Way
Sugar Creek, MO 64054

If to: City of Lee's Summit
Attn: Fire Chief P. Michael Snider or Current Fire Chief
207 SE Douglas Street
Lee's Summit, MO 64063-2372

or electronically to mike.snider@cityofls.net

SECTION 12: The City Communication's Center is an independent entity, and this Agreement does not create or constitute a partnership, joint venture, or any other association between the parties hereto. The City is solely responsible for the compensation, benefits, and taxes, if any, of its employees, agents, and contractors.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement this _____ day of _____, 20_____.

CITY OF LEE'S SUMMIT

_____, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Title: Chief Counsel of Public Safety

CITY OF SUGAR CREEK

Title:

ATTEST:

APPROVED AS TO FORM:

Title:

EXHIBIT B

FEE STRUCTURE

The fee structure for this agreement is as follows:

- A. For the initial term of this Agreement (August 18-December 31, 2025), the fee shall be calculated at \$58.00 per emergency call dispatched for Contracting Agency, based on the **average total number of calls from the three preceding calendar years**.
Example: If the average number of calls in calendar years 2022, 2023, and 2024 is 7,884, the total fee for 2025 would be \$457,272, due by April 1.
- B. If this Agreement is entered into after January 1, the established rate for the first year will be prorated based on the remaining months of the calendar year.
Example: If the agreement begins on June 1, 2025 in the example above, the prorated amount for the total fee for 2025 would be \$266,742 for seven months.
- C. The Contracting Agency shall provide to the City the total number of calls annually for the three preceding calendar years prior to the initial term of this Agreement.
- D. The City reserves the right to review and update the fee structure annually. If the City elects to alter the fee, written notice of any updated fee requirements will be provided to the contract entity by August of each year, with the updated rate taking effect the following calendar year.

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

BUSINESS ASSOCIATE AGREEMENT

Between City of Lee's Summit, MO and City of Sugar Creek, MO

Effective Date: September 22, 2025

This Business Associate Agreement ("Agreement") is entered into by and between City of Lee's Summit, a governmental entity organized under the laws of Missouri, hereinafter referred to as the "Covered Entity," and City of Sugar Creek, a governmental entity organized under the laws of Missouri, hereinafter referred to as the "Business Associate."

This Agreement is made to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and implementing regulations at 45 CFR Parts 160 and 164.

1. Purpose

The purpose of this Agreement is to ensure that the Business Associate will appropriately safeguard Protected Health Information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity, in accordance with HIPAA and HITECH requirements and Missouri law.

2. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in HIPAA and HITECH, including but not limited to: "Business Associate," "Covered Entity," "Protected Health Information (PHI)," "Security Incident," and "Unsecured PHI."

3. Obligations of the Business Associate

The Business Associate agrees to:

- a. Use or disclose PHI only as permitted by this Agreement or as required by law;
- b. Use appropriate safeguards to prevent the unauthorized use or disclosure of PHI;
- c. Comply with the applicable requirements of 45 CFR Part 164, Subpart C with respect to electronic PHI;
- d. Report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement and any security incident of which it becomes aware, including breaches of Unsecured PHI;
- e. Ensure that any subcontractors who receive PHI from the Business Associate agree to the same restrictions and conditions that apply to the Business Associate;
- f. Provide access to PHI in a Designated Record Set to the Covered Entity or an individual, as necessary, to satisfy 45 CFR § 164.524;

- g. Make PHI available for amendment and incorporate any amendments as directed by the Covered Entity pursuant to 45 CFR § 164.526;
- h. Make internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with HIPAA;
- i. Maintain and make available documentation of disclosures as necessary for the Covered Entity to respond to a request for accounting of disclosures in accordance with 45 CFR § 164.528.

4. Permitted Uses and Disclosures by the Business Associate

The Business Associate may use or disclose PHI only:

- a. To perform functions, activities, or services for or on behalf of the Covered Entity as specified in the underlying service agreement;
- b. For the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided the disclosures are required by law or the Business Associate obtains reasonable assurances that the PHI will remain confidential.

5. Obligations of the Covered Entity

The Covered Entity shall

- a. Notify Business Associate of any limitations in its notice of privacy practices, to the extent that such limitations affect Business Associate's use or disclosure of PHI;
- b. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent such changes affect Business Associate;
- c. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

a. Term

This Agreement shall be effective as of the date above and shall remain in effect until terminated by either party with 30 days' written notice or upon termination of the underlying agreement.

b. Termination for Cause

Upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity may:

1. Provide an opportunity for the Business Associate to cure the breach;
2. Terminate this Agreement if the breach is not cured within a reasonable time; or
3. Immediately terminate this Agreement if cure is not possible.

c. Effect of Termination

Upon termination of this Agreement, the Business Associate shall return or destroy all PHI received from or created on behalf of the Covered Entity. If return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures.

7. Miscellaneous

a. Regulatory References

Any reference in this Agreement to a section in HIPAA or HITECH shall mean that section as in effect or as amended.

b. Interpretation

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA and HITECH.

c. Amendment

This Agreement may be amended only in writing, signed by both parties.

d. Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of any governmental immunity or defense available to either party under applicable law.

e. No Third-Party Beneficiaries

This Agreement is intended for the benefit of the parties and does not create rights in any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Lee's Summit, MO

By: _____

Name:

Title:

Date:

City of Sugar Creek, MO

By: _____

Name:

Title:

Date: