

AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE
CERTAIN SERVICES TO _____ FIRE
PROTECTION DISTRICT 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 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 _____ Fire Protection District (hereafter "the Fire Protection District") desires to contract for such dispatching services; and

WHEREAS the City and the Fire Protection District 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 Fire Protection District.

NOW, THEREFORE, the City and the Fire Protection District AGREE AS FOLLOWS:

SECTION 1: The City shall, in consideration for the payments to be made by the Fire Protection District, as hereafter set forth, maintain and provide the following communication services for the Fire Protection District as described on 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 Fire Protection District.

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 Fire Protection District 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 _____. Each year the payment shall be adjusted as shown on Exhibit B.

SECTION 5: This contract shall commence January 1, 2021 and remain in effect until December 31, 2022, and then be renewed automatically for additional one-year periods, 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 Fire Protection District 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 City receives a request under the Missouri Sunshine Law for record pertaining to services under this Agreement provided by City to Fire Protection District, City shall provide Fire Protection District immediate notice. City agrees to cooperate with Fire Protection District in responding to any request under the Missouri Sunshine Law for any record pertaining to services under this Agreement provided by City to Fire Protection District 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 & Fire Protection District 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). The parties shall, in addition to this Agreement, also execute a HIPAA compliant Business Associate Agreement.

Upon termination, cancellation, expiration or other conclusion of the Agreement, City shall return records to the Fire Protection District if requested, unless the Fire Protection District requests such data be destroyed in accordance with records retention practices. 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 Fire Protection District 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) \$1,000,000
each occurrence

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 agrees 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 Directors of the Pleasant Hill Fire Protection District pursuant to 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 non-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: _____ Protection District

Attn: _____

<INSERT MAILING INFORMATION>

or electronically to _____

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:

_____ PROTECTION DISTRICT

ATTEST:

APPROVED AS TO FORM:

Title:

EXHIBIT A

SCOPE OF SERVICE

IT IS MUTUALLY AGREED, for and in consideration of the fees to be paid to the City of Lee's Summit, as follows.

1. The Lee's Summit Fire Department (LSFD) will be the primary dispatch center for _____ Protection District (_____). Dispatch Services shall be provided by the existing radio and computer technology of the LSFD computer aided dispatch system.
2. Dispatch services will include dispatching all calls received for service in the _____ jurisdiction. The dispatching of ambulance calls shall be pursuant to LSFD Medical Protocols and shall include Emergency Medical Dispatching.
3. For purposes of this agreement, "Dispatch Services" shall have its ordinary meaning as understood and utilized in the Fire and Ambulance services and at a minimum shall mean the receipt of telephonic calls placed directly to LSFD's communication center or as forwarded from the agencies local public safety answering point (PSAP), which will be answered by LSFD, also known as a secondary PSAP, in a location set up specifically for the answering of such calls, and the routing of the call or information from the call to the jurisdiction's emergency responders.
4. Dispatch services shall be pursuant to LSFD dispatching protocols. LSFD uses standards of the Commission on Fire Accreditation, International. Therefore, LSFD shall use it best faith efforts to achieve a call processing baseline performance of 90 seconds, from receipt of call (pick-up), 90% of the time. Furthermore, LSFD shall use it best faith efforts to strive for a call processing benchmark performance of 60 seconds, from receipt of call (pick-up), 90% of the time. LSFD shall endeavor at all times to make all efforts, utilizing industry best practices, to meet the Commission on Fire Accreditation, International and national standards for call processing performance measures.
5. LSFD shall provide dispatch services through computer-aided dispatch systems and shall provide Incident Reporting data. Incident Reporting data will be provided in form as provided from the computer-aided dispatch system without analysis.
6. _____ shall be responsible for all required radio/fire station alerting hardware and for any required software interfaces necessary for incident reporting, including compensating City of Lee's Summit for Lee's Summit's costs of any required interfaces to _____ electronic patient care reports and the costs of annual maintenance on such interfaces. _____ shall supply LSFD with its radio frequencies and/or talk groups and LSFD shall dispatch _____ units over such frequencies and/or talk groups.

EXHIBIT B

FEE STRUCTURE

The fee structure will be established by utilizing the following formula in year one (January 1, 2021 to December 31, 2021) of the agreement:

1. 2019 Assessed Value / 100 X \$0.26 for up to 1,000 dispatched incidents.
2. Number of incidents will be determined by using the average of incidents dispatched to for the prior three years (i.e. 2017, 2018, and 2019).
3. If number of incidents is greater than 1,000; a per incident fee of \$30.00 will be assessed.

The fee structure will be established by utilizing the following formula in year two (January 1, 2022 to December 31, 2022) of the agreement

1. Utilizing the base rate as established in Step 1 of Year 1 X 1.5% for up to 1,000 dispatched incidents.
2. Number of incidents will be determined by using the average of incidents dispatched to for the prior three years (i.e. 2018, 2019, and 2020).
3. If number of incidents is greater than 1,000, a per incident fee of \$32.00 will be assessed.

The fee structure will be established by utilizing the following formula in year three (January 1, 2023 to December 31, 2023) of the agreement:

1. Utilizing the base rate as established in Step 1 of Year 2 X 1.5% for up to 1,000 dispatched incidents.
2. Number of incidents will be determined by using the average of incidents dispatched to for the prior three years (i.e. 2019, 2020, and 2021).
3. For incidents greater than 1,000, a per incident fee of \$34.00 will be assessed.

The fee structure for any agreed to extensions will be established by utilizing the following formula for the 12 month period beginning on January 1 and ending on December 31:

1. Utilize the base rate established in the prior year X 1.5% for up to 1,000 dispatched incidents.
2. Number of incidents will be determined by using the average of incidents dispatched to for the prior three years.
3. For incidents greater than 1,000, a per incident fee will be set at no greater than \$2.00 above the prior years per incident fee.