

**Johnson County
Ambulance District**
500 E. Young Ave.
Warrensburg, MO 64093
Office: 660.747.5735



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EMS Legal Services Annual Retainer Renewal Proposal

This proposal seeks Board approval to renew the annual retainer agreement with EMS Legal Services for the upcoming year July 2026 - June 2027, at a cost of \$1,350.00. Renewing this agreement will provide the District with continued access to specialized legal guidance focused on the operational, regulatory, employment, and compliance needs unique to EMS agencies.

EMS Legal Services has provided valuable support in areas including regulatory compliance, policy review, personnel matters, risk management, and EMS operational guidance. Their specialized EMS knowledge continues to provide an important resource beyond the scope of traditional general legal counsel.

The annual retainer includes access to consultation and legal guidance related to EMS specific matters. Services outside the scope of the retainer may be billed separately in accordance with standard hourly rates.

Recommendation

It is recommended that the Board approve renewal of the annual retainer agreement with EMS Legal Services for the upcoming fiscal year in the amount of \$1,350.00.



AMBULANCE DISTRICT LEGAL CONSULTATION AGREEMENT

I. PARTIES, EFFECTIVE DATE, TERMINATION PROCEDURES

This agreement shall become effective 07/01/2026, and shall end on 06/30/2027, unless otherwise terminated or amended as provided by this agreement.

Frank Robert Flaspohler is a duly licensed attorney of the State of Missouri, and he is the Sole Member of EMS Legal Services, LLC. EMS Legal Services, LLC has provided its full contact information as follows:

EMS Legal Services, LLC
Post Office Box 329
Fayette, Missouri 65248
frank@emslegalservices.com
(660) 537-9031 mobile telephone

Frank Robert Flaspohler/EMS Legal Services, LLC shall be referred to in this agreement as the EMS Legal Services.

The Johnson County Ambulance District is an ambulance district and political subdivision of the State of Missouri, created under Chapter 190 of the Revised Statutes of the State of Missouri, and has provided its full contact information as follows:

Johnson County Ambulance District
500 E Young Ave
Warrensburg, Missouri 64093
660-747-5735

Johnson County Ambulance District shall hereinafter be referred to as the District.

By execution of this agreement, and duly authorized by the Board of Directors of the aforementioned District, the District has exercised its authority under Section 190.060.1(7) to hire EMS Legal Services for a period of one year from the effective date of this agreement for the professional service of legal consultation.

EMS Legal Services may terminate this agreement upon sixty days advance written notice to the Board if other optional employment should create a professional conflict of interest. If the agreement is terminated by EMS Legal Services, the District shall be refunded the pro-rated amount for the period not covered by this agreement. The District may terminate this agreement upon sixty days advance written notice, but no prior payments or due reimbursements shall there by become refundable to the District.

Automatic Renewal: Unless either party provides written notice to the other party at least sixty days prior to the expiration of this agreement, this Consultation Agreement shall automatically renew for successive one-year periods. The terms outlined herein shall govern future periods unless the parties have otherwise agreed in writing.

II. ANNUAL FEE AND PAYMENT

In exchange for services provided by EMS Legal Services, the District has agreed to pay an annual fee of \$1,350.00 to cover the professional services outlined below. Payment of the annual fee shall be made by the District to the EMS Legal Services within thirty days of the execution of this agreement. Payment should be made by check or money order, and made payable to EMS Legal Services, LLC.

Reimbursable Expenses for Mileage, Photocopying, and Clerical Services: In the event such is requested and approved by the District, travel expenses shall be reimbursed by the District to EMS Legal Services within thirty days of receipt of proper invoicing and documentation of mileage (the current IRS allowable mileage rate) to and from Fayette, Missouri.

III. PURPOSE AND SERVICES COVERED

The purpose of this agreement is to make the EMS Legal Services' experience in the emergency service field available to the District through unlimited attorney-client consultation between the District's representatives and EMS Legal Services (excluding those services specifically outlined below). The payments due to EMS Legal Services constitute valuable consideration for which EMS Legal Services shall be obligated to faithfully promote the best interests of the District for the period covered by this agreement and to represent the District in compliance with the Missouri Rules of Professional Conduct applicable to all attorneys. As examples, the services provided by EMS Legal Services shall include, but are not necessarily limited to, the following:

- Assistance with corporate governance, including review of existing by-laws, policies and procedures to ensure legal compliance with nonprofit regulations.
- Review and drafting of necessary contracts, including contracts with other service providers, employees or independent contractors.
- Provide guidance on hiring of personnel, employee policies and compliance with state and federal labor laws.
- Offer ongoing legal advice and counsel as needed to assist the board of directors.

Upon request, EMS Legal Services shall confer with the Board about the District's business, documents, contracts, policies, procedures, and by-laws, and shall provide any review of such items as requested by the Board of Directors. EMS Legal Services shall provide written or verbal analysis of questions relating to any aspect of District operations or concerns.

IV. SERVICES NOT COVERED BY THIS AGREEMENT: COLLECTIONS AND LITIGATION

The services purchased under this agreement shall not include collections on behalf of the District or any of the District's contractors. The services purchased under this agreement shall not include the preparation for trial of any litigation matters in court or before federal or state administrative agencies, or for any hearing conducted before the Board of Directors itself.

If the District has previously entered into contracts with other attorneys with references to certain pending litigation, EMS Legal Services shall not be required to handle or assist in handling such law suits unless EMS Legal Services is requested by the District by Board resolution to assist the other attorneys with reference to the litigation, and then only if the

attorneys handling such litigation shall consent to the EMS Legal Services' cooperation with them in relation to such litigation.

If actual representation of the District in litigation or administrative hearing is required of EMS Legal Services, then additional consideration beyond the scope of this agreement shall be negotiated between the District and the EMS Legal Services in advance of such representation.

V. HOLD HARMLESS CLAUSE, NO WARRANTY, NO WAIVER OF DEFENSES

The District through its Board understands that EMS Legal Services' role is advisory only and that therefore, the Board assumes any and all responsibility for the consequences for accepting or rejecting EMS Legal Services' advice. Therefore, the Board agrees to hold EMS Legal Services completely harmless for any alleged acts of negligent omission or commission for advice or other services rendered under this agreement. Although EMS Legal Services is obligated to perform the services required by this agreement in good faith to the highest levels of professionalism, the Board further understands that this obligation on EMS Legal Services in no way constitutes a warranty or guarantee of any outcome.

The Board further agrees and understands that EMS Legal Services, as an agent of the District, which is a political subdivision may have available the legal defenses of sovereign immunity, official immunity, and the Missouri Public Duty Doctrine, and that this agreement in no way constitutes a waiver of these or any other defenses available to EMS Legal Services.

VI. GOVERNING LAW, JURISDICTION, VENUE, MODIFICATION

This agreement shall be governed by and interpreted by Missouri law. This agreement constitutes the entire agreement between the parties and any modification of this agreement shall be binding only if in writing and signed by each party or its authorized representative.

VII. EXECUTION

For EMS Legal Services, LLC:



Frank Robert Flaspohler

For the Johnson County Ambulance District:

Attest:

Board President
Johnson County Ambulance District

Secretary

Client Since: July 2023

Agreement start date: 07/01/2026

Agreement end date: 06/30/2027 (*extended by automatic renewal for successive one year terms*)