

COOPERATIVE AGREEMENT

R. 17133

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "the County" and the **Mid-America Regional Council**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to provide support for hazardous materials emergency response planning in order to discharge responsibilities related to MARC's designation by the County as its **Local Emergency Planning Committee** under the Federal Emergency Planning and Community Right-to-Know Act (Superfund Amendment and Reauthorization Act of 1986 - Title III); and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services to be provided.** MARC shall develop and maintain a hazardous materials emergency response plan; work with fire departments and industry to provide training and promote cooperative emergency response; assist industry in complying with reporting requirements to ensure that fire departments are informed of hazardous materials present in their service areas; and develop a list of technical expertise, resources and equipment available from area fire departments for use in responding to accidents involving the release of hazardous materials, all for the benefit of the residents of Jackson County.

2. **Terms of Payment.** County shall pay to MARC the total sum of \$6,430.00



for such services upon the execution of this Agreement.

3. **Annual Report.** MARC shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit said annual report shall disqualify MARC from future funding by the County.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

5. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and correction required. Thereafter, if said default by MARC shall continue and not be corrected within ten days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.

6. **Conflict of Interest.** MARC warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

7. **Termination.** This Agreement shall commence January 1, 2010, and shall terminate on December 31, 2010. This Agreement may be terminated prior to that date

by either party upon written notice delivered fifteen days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 4 above.

8. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitation or advertisements for employees placed by or on behalf of MARC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

9. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement this 23 day of February, 2010.

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