

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the City of Lee's Summit, Missouri, for use of the City's wash bay facility to clean and maintain County owned and operated dump trucks and related equipment, at a cost to the County not to exceed \$5,000.00.

RESOLUTION #16840, March 16, 2009

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the City of Lee's Summit, Missouri, is willing to make available the City's wash bay facility for use by the Jackson County Public Works Department to clean and maintain County owned and operated dump trucks and related equipment; and,

WHEREAS, the County desires to use these facilities because the County does not own such a facility and the fees charged by the City are much lower than those of private facilities; and,

WHEREAS, the attached Intergovernmental Cooperative Agreement sets forth the mutual responsibilities and obligations of the parties for provision and payment of the services described above; and,

WHEREAS, this Agreement is in the best interest of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County

Executive be and hereby is authorized to execute the attached Intergovernmental Cooperative Agreement with the City of Lee's Summit, Missouri, for use of City's wash bay facility, at a cost to the County not to exceed \$5,000.00; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16840 of March 16, 2009, was duly passed on March 16, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

3.17.09

Date



Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 004 1506 56520
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Maintenance & Repair Heavy Equipment
NOT TO EXCEED: \$5,000.00

3/11/09

Date



Director of Finance and Purchasing

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR USE OF WASH BAY**

THIS AGREEMENT is entered into this 10 day of July, 2009, by the County of Jackson, Missouri ("County") and the City of Lee's Summit, Missouri ("Lee's Summit").

WHEREAS, Lee's Summit owns and operates a Maintenance Facility located at 1971 Southeast Hamblen Road in Lee's Summit, and this Facility contains a Wash Bay for use in cleaning equipment; and

WHEREAS, the County wishes to use the Wash Bay for cleaning County owned and operated snow plows, and the parties wish to enter into this Agreement in order to provide the terms and conditions related to the County's use of the Wash Bay; and

WHEREAS, County and Lee's Summit are authorized to enter into this cooperative agreement pursuant to Section 70.220 of the Revised Statutes of Missouri (2000); and

WHEREAS, Section 70.230 of the Revised Statutes of Missouri (2000) provides that the County and Lee's Summit may enter such agreements by ordinance, order or resolution duly enacted.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Use of Wash Bay. In consideration of the payment and other terms described herein, the County may use the Wash Bay located at the Lee's Summit Maintenance Facility upon 24 hours notice to the Lee's Summit Public Works Operations Superintendent at (816) 969-1870 and approval from the Operations Superintendent, or his designee, of the scheduled requested date and time. The Wash Bay may only be used for the washing of snow plow trucks. The Operations Superintendent, or his designee, will check to make sure that the date and time proposed by the County does not conflict with Lee's Summit's use of the Facility. Approval by Lee's Summit of a proposed date and time shall not be unreasonably withheld.
2. Applicable Standards. The County will follow all regulations, standards or requirements of Lee's Summit and its Public Works Department in using the Wash Bay. All washing activities shall be performed by County employees. To the extent allowed by law, the County agrees to defend, indemnify and hold harmless Lee's Summit for any loss, liability, damage, claim, demand, suit, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred, that in any way relate to or arise from County's use of the Wash Bay and the Maintenance Facility.

FILED
JUL 10 2009
MARY JO SPINO
COUNTY CLERK

3. Reimbursement. County shall reimburse Lee's Summit the sum of \$4.13 per vehicle for the use of the Wash Bay. Actual reimbursement will be based on a bi-annual accounting and invoicing. County will pay all invoices within 30 days of the date of the invoice.
4. Accounting. Lee's Summit shall provide County statements of all County usage of the Wash Bay and associated reimbursement amounts on a bi-annual basis, or as may be requested in writing by the County.
5. Recording of Agreement. County agrees to record and file this Agreement, at its cost, in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, and as may otherwise be required by law.
6. Complete Agreement. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.
7. Captions. Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions.
8. Severability. Any provision of this Agreement which is not enforceable according to the law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
9. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Lee's Summit, Missouri and by order or resolution duly enacted by the Jackson County Legislature.
10. Jointly Drafted. The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.
11. Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, at Independence, and the parties expressly waive any rights to venue inconsistent therewith.
12. Term. The term of this Agreement shall be for one (1) year from the date of this Agreement as indicated above, unless earlier terminated pursuant to paragraph 13 of this Agreement. This Agreement shall automatically be renewed for up to three (3) additional one (1) year period after the expiration of the original term, unless either party provides written notice of its intention not to renew the term of this Agreement.

13. Termination. This Agreement may be terminated in writing by either party. Notice of termination shall be effective upon receipt, with receipt being deemed to occur no later than three (3) days after depositing in the US Mail notice in the manner prescribed by paragraph 13 herein. In the event this Agreement is terminated, the County's obligation to reimburse Lee's Summit, as provided in paragraph 3 above, shall survive such termination.

14. Notice. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

A. County:
Director of Public Works
Jackson County, Missouri
303 W. Walnut
Independence, Missouri 64050

B. Lee's Summit:
Director of Public Works
City of Lee's Summit
220 SE Green Street
P.O. Box 1600
Lee's Summit, MO 64063

&

City Attorney
City of Lee's Summit
220 SE Green Street
P.O. Box 1600
Lee's Summit, MO 64063

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

JACKSON COUNTY

CITY OF LEE'S SUMMIT




Mike Sanders, County Executive



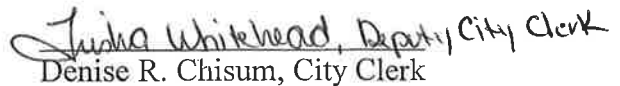
Karen R. Messerli, Mayor

ATTEST:

ATTEST:



Mary Jo Spino, County Clerk




Denise R. Chisum, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Mark S. Jones
JACKSON COUNTY COUNSELOR

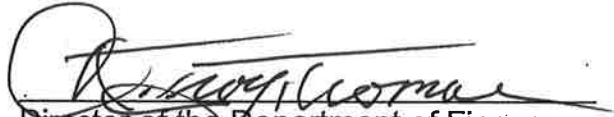


John Mautino, Assistant City Attorney

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ _____, which is hereby authorized.

Date July 8, 2009


Director of the Department of Finance
Acct. No. 004-1506-56520
15062009008