

C. Ode 2/24/16

Res. 19066

**INTERGOVERNMENTAL
COOPERATIVE AGREEMENT**

AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Agreement") by and between Jackson County, Missouri, a Constitutional Home Rule Charter County, hereinafter referred to as "the County", and The City of Independence, a Constitutional Home Rule Charter City of the State of Missouri, hereinafter referred to as " the City."

WITNESSETH:

WHEREAS, the City desires to use the County's parking lot for its Household Hazardous Waste (HHW) collection event; and,

WHEREAS, this event is open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri, that are listed in the attached Exhibit A; and,

WHEREAS, the parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and City respectively promise, covenant and agree with each other as follows:

1. **Services.** City shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri for its Household Hazardous Waste Collection on April 2, 2016. City shall be responsible to return the premises to the County in the as-good-as condition as it exists before the event. City shall be responsible for all clean-up and repair as necessitated by its use. Said clean-up and repair shall be

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MARY JO SPINO COUNTY CLERK

completed no later than 7 a.m. on the first business day following the event.

2. **Payment.** The use of the parking lot shall be granted to the City free of charge as the event is of use and benefit to the citizens of Jackson County, Missouri.

3. **Insurance.** City agrees that it or its agent will maintain liability insurance in the amount of at least \$2 million per occurrence at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. City shall provide proof of insurance prior to each event.

4. **Terms.** The term of this Agreement shall commence February 1, 2016, and continue through May 31, 2016.

5. **Default.** If City shall default in the performance or observation of any term or condition herein, the County shall give City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. **Remedies for Breach** City agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and City's failure to do so shall constitute a breach of this Agreement and in such event, City consents and agrees as follows:

(1) The County may without prior notice to City immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from City all cost incurred by the County as a result of said breach, including reasonable attorney=s fees, costs and expenses.

7. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. **Indemnification**. City shall compensate County for any damage to County property due to any breach of Contract or tortious conduct by City or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. City shall indemnify, save harmless and defend County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out, which was caused, in whole or in part, by City's or its agents breach of any term or provision of this Contract, or any negligent act or omissions or willful act of City, its officers, agents, employees, contractors or subcontractors.


9. **Conflict of Interest**. City 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.


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

IN WITNESS WHEREOF, the parties hereto have signed and executed this Intergovernmental Cooperative Agreement as of the date first above written.

JACKSON COUNTY, MISSOURI


CITY OF INDEPENDENCE

By 
Frank White, Jr.
County Executive

By 
Title Director, WPC dept

APPROVED AS TO FORM:

ATTEST:

By 
W. Stephen Nixon
County Counselor


Mary Jo Spino
Clerk of the Legislature

EXHIBIT A

Jackson County cities participating in the Household Hazardous Waste Disposal Event:

- Blue Springs
- Grain Valley
- Greenwood
- Independence
- Kansas City, MO
- Lake Lotawana
- Lake Tapawingo
- Lee's Summit
- Lone Jack
- Sugar Creek
- Unincorporated Jackson County