

**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:**

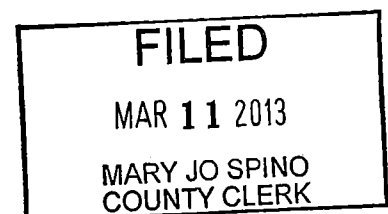
WHEREAS, the City desires to use the County's parking lot for its Household Hazardous Waste (HHW) collection and for the City's Health Department's Neighborhood Codes Compliance event; and,

WHEREAS, these events are 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 6, 2013 and for the City's Health Department Neighborhood Codes Compliance event, to be scheduled at a later, mutually agreed upon date. City will furnish



the County with a letter stating its proposed date for the Neighborhood Codes Compliance event as soon as the date is determined. City shall be responsible to return the premises to the County in the as-good-as condition, as it exists before these events, following each use. City shall be responsible for all clean-up and repair as necessitated by its use. Said clean-up and repair shall be completed no later than 7 a.m. on the first business day following each event.

2. **Payment.** The use of the parking lot shall be granted to the City free of charge as the events are 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 19, 2013 and continue through December 31, 2013.

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.

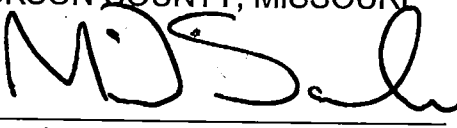
9. **Conflict of Interest.** City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

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


(Signature page to follow)

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

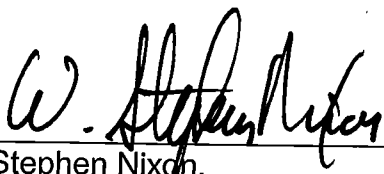
JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders,  
County Executive

CITY OF INDEPENDENCE

By   
Title WPC Director

APPROVED AS TO FORM:

By   
W. Stephen Nixon,  
County Counselor

ATTEST:

  
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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DS

DATE (MM/DD/YYYY)

02/13/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tobias Insurance Group 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 Nick J. Rutigliano	317-844-7759 317-844-9910	<b>CONTACT NAME:</b> Daniel L. Suiters, CIC <b>PHONE (A/C, No. Ext):</b> 317-844-7759 <b>E-MAIL ADDRESS:</b> dsuiters@tobias.com <b>PRODUCER CUSTOMER ID #:</b> HES79-1	<b>FAX (A/C, No):</b> 317-844-9910																				
	<b>INSURED</b> Heritage Environmental Services, LLC 7901 W. Morris Street Indianapolis, IN 46231		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Greenwich Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C:</td> <td>Zurich American Ins. Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Greenwich Insurance Company		INSURER B:	XL Specialty Insurance Company	37885	INSURER C:	Zurich American Ins. Company		INSURER D:			INSURER E:			INSURER F:	
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GEC000304112	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		X	AEC000304312  CA 99 48 APPLIES	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
<input checked="" type="checkbox"/> MCS-90			\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UEC001183610	06/01/12	06/01/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC929886312	08/01/12	08/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 JACKSON COUNTY IS AN ADDITIONAL INSURED FOR GENERAL & AUTO LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF OPERATIONS PERFORMED BY THE INSURED WITH REGARD TO: HOUSEHOLD HAZARDOUS WASTE EVENT FOR 2013.

**CERTIFICATE HOLDER****CANCELLATION**

JACKS25

JACKSON COUNTY  
 308 W. KANSAS AVE.  
 INDEPENDECE, MO 64050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NOTEPAD**INSURED'S NAME **Heritage Environmental****HES79-1  
OP ID: DS**PAGE 2  
DATE **02/13/13****IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:**

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

**IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:**

Tobias Insurance Group has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide Tobias Insurance Group with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by Tobias Insurance Group should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

Tobias Insurance Group has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.