

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE OPERATION OF A
YARD WASTE DROP OFF FACILITY**

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 22nd day of April, 2014, by and between **JACKSON COUNTY, MISSOURI** (hereinafter referred to as "the County"), the **CITY OF OAK GROVE, MISSOURI** (hereinafter referred to as "Oak Grove"), the **CITY OF BLUE SPRINGS, MISSOURI** (hereinafter referred to as "Blue Springs"), and the **CITY OF GRAIN VALLEY, MISSOURI** (hereinafter referred to as "Grain Valley").

WITNESSETH

WHEREAS, the parties are interested in the joint development and operation of a yard waste drop-off facility ("the Facility"), to be located on County-owned real property located at the intersection of Pink Hill and Ketterman Roads in unincorporated Jackson County, Missouri; and

WHEREAS, the parties propose to share in the costs of the Facility according to an agreed-upon schedule; and,

WHEREAS, this arrangement is in the best interests of the health, safety, and welfare of the citizens of the County and of Oak Grove, Blue Springs, and Grain Valley; now therefore,

IT IS AGREED, by and between the parties as follows:

1. The County shall make available County-owned real property located at the intersection of Pink Hill and Ketterman Roads in unincorporated Jackson County,



Missouri, for the development and operation of the Facility; the County shall not be entitled to recoup any costs associated with the acquisition of the real property out of the operation of the Facility.

2. The parties shall jointly share in the costs of the development and operation of the Facility based on each party's population, with the County's share being based on the population of that portion of the County outside of incorporated cities, according to the following percentages:

Blue Springs	55%
Grain Valley	13%
The County	23%
Oak Grove	9%

The percentages specified in this paragraph shall be subject to adjustment every three years, on the anniversary date hereof, based on then-current population estimates as provided by the Mid-America Regional Council. The estimated costs of the development of the Facility are set out in the document attached hereto as "Exhibit A" and labeled "Pre-Operation Budget Estimate." The estimated costs of the operation of the Facility for its first year are set out in the document attached hereto as "Exhibit B" and labeled "1st Year Operation Budget Estimate."

3. The parties anticipate that the majority of the costs of the development and operation of the Facility shall be covered by user fees and grant funds. Prior to the opening of the Facility, the County shall invoice each Signatory Party for its share of the development costs not covered by grant funds, as calculated pursuant to paragraph 2 above. Thereafter, on a quarterly basis, the County shall invoice each Signatory Party for its share of the operating costs of the Facility not covered by grant funds and fee

revenues, again pursuant to paragraph 2. All such invoices shall be paid within 30 days of receipt. The cost-sharing provisions set out in paragraph 2 shall be applicable only to the extent that grant funds and user fees are not sufficient to cover all development and/or operation costs. If any Signatory Party requests to satisfy any of its financial obligations hereunder with in-house labor, the parties agree to negotiate an appropriate deduction from that Party's cost-share for such labor. Any such negotiated agreement shall be reduced to writing, with copies distributed to all parties. If at the end of any calendar quarter under this Agreement, operating revenue shall have exceeded expenses, such revenues shall be carried over and applied to each Signatory Party's proportionate share due the next calendar quarter. If a surplus remains after four consecutive calendar quarters of surplus, such surplus funds shall be distributed to the Signatory Parties based on the percentages in paragraph 2, unless the parties shall agree otherwise in writing.

4. The County shall by ordinance establish user fees for the Facility. The fees shall be tiered, with separate fees for residents of Jackson County, non-residents, commercial users, and Signatory Party users.

5. The County shall serve as project manager for the development and operation of the Facility. This shall include the performance of all duties set out in the document attached hereto as "Exhibit C," and labeled "Scope of Work for Yard Waste Management."

6. In addition to yard waste, the Facility shall also accept for drop-off storm debris of an organic nature during regular operations. Further, if the parties so agree, the Facility shall accept organic storm debris outside of regular operating hours, according to an agreed-upon schedule.

7. No party to this Agreement shall assume any responsibility or liability for the acts or inaction of any other party, or its officers, agents, or employees, except as provided in section 70.290, RSMo.

8. This Agreement shall be effective as of the date first above written, and shall continue for a period of five years; thereafter it shall continue from year to year. In the event a party chooses to terminate its participation in this Agreement, the provisions of paragraph 9 below shall apply.

9. If any party chooses to terminate its participation in this Agreement during its first five years, it may do so by giving one year's written notice to the other parties. In that event, the remaining parties shall determine whether the Facility can continue to operate with reduced participation. If the remaining parties determine that the Facility can continue to operate, they shall agree on a new cost-sharing formula and the terminating party shall have no financial obligation to the remaining parties. If the remaining parties determine that the project cannot go forward, the parties shall settle all accounts, including any required refund of grant funds, based on the cost of sharing provisions of paragraph 2. After five years have elapsed, any party may terminate its participation in this Agreement by giving ninety days' advance written notice to the other parties. In the event of termination after five years, no party shall have any further financial obligations to any other party. Any termination shall be effective as of January 1 next following timely notice of termination.

10. All financial obligations of this Agreement are subject to the appropriation of the necessary funds by the legislative or governing body of the party responsible for the payment.

11. Invalidation of any part of this Agreement by judgment or other court

action shall in no way effect any other provision, which shall remain in full force and effect.

12. 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:

County Sandy Mayer, Special Projects Coordinator
 Jackson County Executive Office
 415 E. 12th Street, Suite 200
 Kansas City, MO 64106
 816-881-3282
 smayer@jacksongov.org

Oak Grove Mayor Mark Fulks
 City of Oak Grove
 1300 S. Broadway
 Oak Grove, MO 64075
 816-690-3773
 fulks@cityofoakgrove.com

Blue Springs Lauren Grashoff, AICP
 City of Blue Springs
 903 West Main Street
 Blue Springs, MO 64105
 816-220-4504
 lgrashoff@bluesprings.com

Grain Valley Alexa Barton, City Administrator
 City of Grain Valley
 711 Main Street
 Grain Valley, MO 64029
 816-847-6291
 abarton@cityofgrainvalley.org

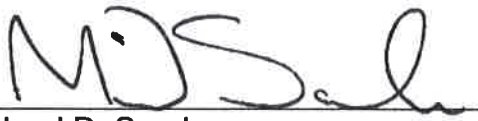
13. This Agreement incorporates the entire agreement and understanding of the parties.

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

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By 
W. Stephen Nixon
County Counselor


By 
Michael D. Sanders
County Executive

ATTEST:

By 
Mary Jo Spino
Clerk of the Legislature

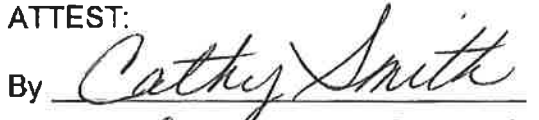
APPROVED AS TO FORM:

CITY OF OAK GROVE, MO

By 
(Print) T. Chris Williams
City Attorney

By 
(Print) Mayor Mark Fulks
Mayor

ATTEST:

By 
(Print) Cathy Smith
City Clerk

APPROVED AS TO FORM:

CITY OF BLUE SPRINGS, MO

By _____
(Print) *[Signature]*
City Attorney

By *[Signature]*
(Print) Carson Ross
Mayor

ATTEST:

By *[Signature]*
(Print) Kelli Montgomery
Asst City Clerk