

Res. #17328



CITY OF
Oak Grove

1300 S. Broadway · Oak Grove, Missouri 64075 · (816) 690-3773 · Fax (816) 690-8478

June 29, 2010

Jerry Page, Director, PE
Jackson County Public Works
303 W. Walnut St.
Independence, MO 64050

Re: Road Maintenance Agreement

Dear Mr. Page:

Included with this letter are two signed copies of the cooperative agreement for road maintenance and snow removal. Please send a signed original back to the city for our records. If you have any further questions or concerns please contact me at (816) 690-3773 ext. 1000.

Sincerely,

A handwritten signature in cursive script that reads "Steven Craig". The signature is written in dark ink and is positioned above the printed name and title.

Steven Craig
City Administrator

RG
8/11/10

COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE
AND SNOW REMOVAL

This Agreement is entered into this Aug. 4 day of 2010 by and between the city of Oak Grove, Missouri, a municipal corporation (hereinafter "City"), and Jackson County, Missouri, a chartered county of the first class (hereinafter "County").

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into cooperative agreements to provide services; and

WHEREAS, the City and County deem it to be in their best interests to enter into this Agreement for road maintenance and snow removal in order to increase efficiency and reduce costs; and

WHEREAS, the general location of the affected City and County roads and streets is described in the attached list, marked Exhibit A, and

WHEREAS, the City and County find that by entering into this Agreement the City and County will ensure that the roads serving their citizens are adequately and efficiently maintained and cleared of snow.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, it is hereby agreed as follows:

1. The City shall remove snow and ice from and maintain those designated roads in accordance with Exhibit A, attached hereto and incorporated herein.
2. The County shall maintain those designated roads in accordance with Exhibit A attached hereto and incorporated herein.
3. Maintenance of the roads and streets shall include the following work items as set out in Exhibit A:

Crack Sealing

Pothole Patching

Full-depth Patching

Road Shoulder Repair including Grading, and other related activities

Culvert Maintenance

Blading Gravel Surface where applicable

Ditching

Weed and Brush Control

FILED

AUG 04 2010

MARY JO SPINO
COUNTY CLERK

Trash and Litter Removal

Traffic Control Device Maintenance/Repair

As part of this Agreement, the City shall maintain present traffic control devices. When additional traffic control devices are needed, the City and County shall collaborate to determine the appropriate devices to be installed. The government entity with jurisdiction under law for traffic control, shall pay for, install, and maintain such traffic control devices.

Snow and ice removal responsibilities and duties shall include the following:

1. Include the designated roads and streets in the City's regular snow and ice removal procedures.
2. Prioritizing the clearing of the designated roads and streets by considering traffic volumes and speed limits on said roads and streets.
3. Employing those materials and equipment normally used by the city in its snow and ice removal operations.
4. The Departments of Public Works for both entities shall cooperate in order to provide a reasonable safe roadway system by reporting any traffic or safety hazards that are observed through routine road and street inspections to the entity having jurisdiction over the road and street where such traffic or safety hazard is located.

Capital improvements, including but not limited to, resurfacing, curb and gutter, realignment, culvert replacement or other major construction projects shall remain the responsibility of the entity with jurisdiction under law for traffic control over the road and/or street.

To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its agencies, boards, officers, agents and employees for any claims, causes of action or damages arising from the other party's maintenance of roads described in Exhibit A that is under the indemnifying party's legal jurisdiction.

Each party hereto shall be responsible for issuing any special use permits or other permits that may be required for driveways or utilities within its respective jurisdictions.

If either party believes that it would be advantageous to amend this Agreement because of substantial annexations or de-annexations by the City, the parties agree to consider making the appropriate amendments. Upon agreement to the modifications by each entity's Public Works Director/s, modifications will be made to Exhibit A.

The execution of the Agreement shall be authorized by each entity's governing body.

Pursuant to Section 70.300, RSMo, a copy of this Agreement shall be filed in the office of the Secretary of State and Recorder of Deeds for Jackson County.

Either party to this Agreement can terminate this Agreement by 30 days written notice to the other party.

Exhibit A

- Robinson Road – from the Outer Road to Oak Grove City Limits
- White Road – from F Highway to County Line

Maintenance to be provided by City of Oak Grove, Missouri is as follows:

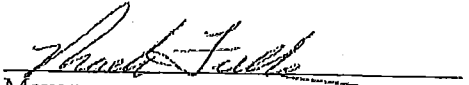
- Traffic Control Device Repair
- Weed and Brush Control
- Trash and Litter Removal
- Ice and Snow Control

Maintenance to be provided by Jackson County, Missouri is as follows:


- Asphalt/Full Depth Patching
- Crack Sealing
- Ditching/Culvert Maintenance
- Pothole Patching
- Full Depth Patching
- Road Shoulder Repair
- Blading Gravel Surface where Applicable

This Agreement shall be in effect upon its execution, will remain in effect until terminated.

CITY OF OAK GROVE, MISSOURI


Mayor

JACKSON COUNTY


Michael D. Sanders
JACKSON COUNTY EXECUTIVE

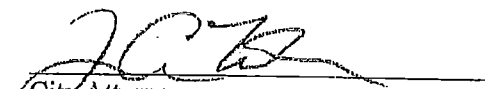
ATTEST:


Cathy Smith
City Clerk

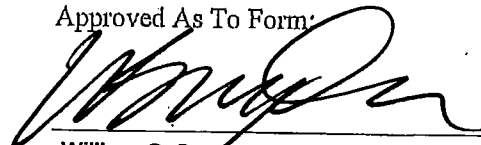
ATTEST:


MARY JO SPINO
CLERK OF COUNTY LEGISLATURE

Approved As To Form:


City Attorney

Approved As To Form:


William G. Snyder
ACTING COUNTY COUNSELOR