

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT, by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County," and the City of Levasy, Missouri, a City of the Fourth Class of the State of Missouri, hereinafter referred to as the "the City," is made and entered into this 19<sup>th</sup> day of July, 2019.

**WITNESSETH:**

WHEREAS, the City has requested the County's financial and logistical assistance responding to recent flood damage; and

WHEREAS, the County's assistance is being provided under the auspices of the Kansas City Regional Public Works Mutual Aid Agreement to which the County and the City are parties, administered by the Mid-America Regional Counsel (MARC); and,

WHEREAS, this Cooperative Agreement adequately sets out the rights and obligations of the parties with regard to this matter; now therefore

In consideration of the above and foregoing, and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1) Scope of Engagement. The County and the City will cooperate to alleviate and remedy flood damage within the City and adjacent unincorporated areas of the County.

2) County's Obligation. Upon the execution of the Agreement, the County shall pay the City the sum of \$5,000.00.

FILED  
JUL 19 2019  
MARY JO SPINO  
COUNTY CLERK

3) City's Obligation. The City shall use the County funds identified in paragraph 2 above to hire a trash-removal contractor, rent dumpsters, and contract for other services that will assist the City in responding to the public health and safety needs of its citizens in dealing with flood damage. In entering into such contracts, the City shall comply with all applicable federal and state laws governing public contracts. Upon completion of the work, the City shall submit invoices to the County evidencing work completed using the County's funds. Any of the County's funds remaining upon the completion of the work shall be promptly remitted by the City to the County.

4) Services Available to Unincorporated County Residents. To the extent feasible all services contracted for by the City through the use, in whole or in part, of County funds, shall be made available to the residents of unincorporated Jackson County. For example, if the City contracts for the rental of dumpsters or similar stationary refuse disposal receptacles, residents of unincorporated Jackson County shall be entitled to dispose of flood-related refuse in such receptacles. The City shall not be required to contract for any on-site pick up of storm refuse beyond the City's city limits.

5) Reimbursement of Costs. If any of the City's costs for debris removal and/or related services are reimbursed by any federal or state agency or by insurance, the County shall be entitled to the reimbursement of its funding on a pro rata basis.

6) MARC Mutual Aid Agreement to Control. Unless specifically provided to the contrary herein, the relationship between the parties shall be governed by the MARC Regional Public Works Mutual Aid Agreement dated January 2007, to which both the County and the City are signatory. For purposes of interpreting the Mutual Aid Agreement,

the County shall be deemed "the Responding Jurisdiction," and the City shall be deemed "the Requesting Jurisdiction."

7) Entire Obligation. This Cooperative Agreement and the above-referenced MARC Mutual Aid Agreement constitute the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties have hereunto have set their hands on the date first above written.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI


By   
County Counselor

By   
Frank White, Jr.  
County Executive

ATTEST:

CITY OF LEVASY

By   
Mary Jo Spino, Clerk of Legislature

By   
Title Mayor

**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 from which payment is to be made, each sufficient to meet the obligation of \$5,000.00 which is hereby authorized.

7-18-2019

Date



Director of Finance and Purchasing  
Account No. 001 1001 56790

10012019001

ML