

RESOLUTION 17-19



AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 11 day of April 2018 by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Lake Lotawana, Missouri hereinafter referred to as ("the city").

**WITNESSETH:**

**WHEREAS,** the County has provided and desires to continue to provide certain environmental services; and

**WHEREAS,** the City desires the County to provide said services; and

**WHEREAS,** such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

**THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:**

**I. FOOD SERVICE SANITATION PROGRAM.**

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled "Food Safety and Environmental Health," as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

FILED  
 APR 11 2018  
 MARY JO SPINO  
 COUNTY CLERK

## II. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

## III. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1<sup>st</sup> day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

## IV. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

CITY:  
The City of Lake Lotawana, Missouri

COUNTY:  
Jackson County, Missouri  
A Charter County

ALDERMEN  
BYRNE - AYE GRAHAM - AYE  
TILLEMA - AYE RASMUSSEN - AYE  
CARLSON - AYE MANGESS - AYE

By: [Signature]  
Title: MAYOR

Attest: [Signature]  
City Clerk

Approved as to form: [Signature]  
City Attorney

By: [Signature]  
Frank White Jr.  
Jackson County Executive

Attest: [Signature]  
Mary Jo Spino  
Clerk of the Legislature

Approved as to form: [Signature]  
W. Stephen Nixon  
Jackson County Counselor

