

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the City of Independence for the use of certain County property for a civic event, at no cost to the County.

RESOLUTION NO. 20481, August 24, 2020

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the City of Independence (City) has requested the use of certain County property within the City, more specifically identified as the parking lot located at Kansas and Osage; and,

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for August 29, 2020; and,

WHEREAS, the Director of Public Works recommends the execution of the attached Intergovernmental Cooperative Agreement with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

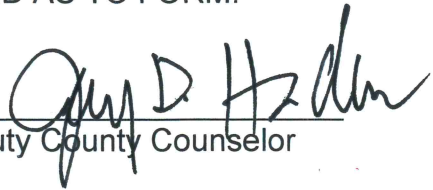
WHEREAS, such agreement is in the best interests of the health, safety and welfare of the citizens of Jackson County; now therefore,

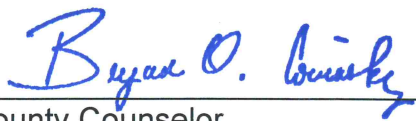
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County

Executive be and hereby is authorized to execute the attached Intergovernmental Cooperative Agreement with the City of Independence at no cost to the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20481 of August 24, 2020, was duly passed on August 24, 2020 by the Jackson County Legislature. The votes thereon were as follows:

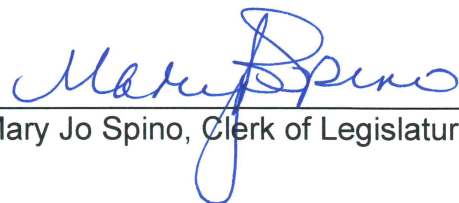
Yeas 9

Nays 0

Abstaining 0

Absent 0

8/24/2020
Date


Mary Jo Spino, Clerk of Legislature

**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 event; and,

WHEREAS, this event is 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, parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the forgoing 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 August 29, 2020. City shall be responsible to return the premises to the County in the as-good-as condition as it exists before the event. 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 the event.

2. **Payment.** The use of the parking lot shall be granted to the City free of charge as the event is 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 August 1, 2020, and continue through August 31, 2020.

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 of Breach.** City agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and City's failure to so do 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 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 conducted 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 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 Contact, 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.

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

JACKSON COUNTY, MISSOURI

ZACH WALKER

By _____
Frank White, Jr.
County Executive

By _____
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
Bryan O. Covinsky
County Counselor

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