

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 Raytown, 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.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.



By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. 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.

IV. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st 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.


V. 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.

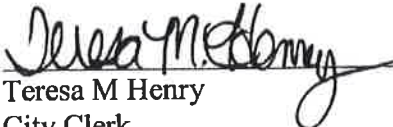
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Raytown, Missouri

COUNTY:
Jackson County, Missouri
A Charter County


By: 
Tom Cole


By: 
Frank White Jr.
Jackson County Executive

Attest:

Teresa M Henry
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Joe Willerth
City Attorney

Approved as to form:

W. Stephen Nixon
Jackson County Counselor

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR ENVIRONMENTAL SERVICES BY AND BETWEEN JACKSON COUNTY, MISSOURI AND THE CITY OF RAYTOWN

WHEREAS, Jackson County Missouri (the "County") has provided and desires to continue to provide certain environmental and animal control services to the City of Raytown (the "City"); 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.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF INTERGOVERNMENTAL AGREEMENT. That the agreement for environmental services, by and between Jackson County, Missouri and the City of Raytown, Missouri, attached hereto and incorporated herein, is hereby authorized and approved.

SECTION 2 – AUTHORITY TO EXECUTE. The City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

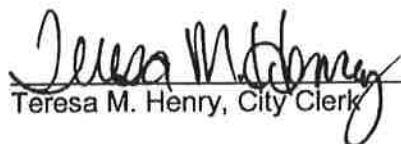
SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 6th day of March, 2018.


Michael McDonough, Mayor

Approved as to Form:

ATTEST:


Teresa M. Henry, City Clerk


Joe Willerth, City Attorney