

P.G.R.  
10/27/10

**COOPERATIVE AGREEMENT FOR SEWER SERVICE  
BETWEEN  
THE CITY OF INDEPENDENCE, MISSOURI  
AND  
JACKSON COUNTY, MISSOURI**

This Agreement is entered into this 26 day of Oct., 2010 by and between JACKSON COUNTY, MISSOURI, organized and existing under the laws of the State of Missouri hereinafter referred to as "County" and the CITY OF INDEPENDENCE, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County, under the provisions of Jackson County Charter, Article I, Sections 27-28, and City, under the provision of the Independence Charter, are empowered to acquire, construct, maintain, and control common systems of sewers and sewage treatment plants to secure proper sanitary conditions for the preservation of public health; and

WHEREAS, the provisions of Sections 70.210 et seq., RSMo, allow political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

WHEREAS, County has developed and constructed Sewer Districts Nos. 93, 94, 95, 101, and extensions to provide sanitary wastewater collection; and

WHEREAS, City has been providing wastewater transportation and treatment services for the Salem East area under an agreement dated September 10, 1999; and

WHEREAS, County wishes to divest itself in ownership responsibility for sanitary wastewater collection systems; and

WHEREAS, City and County now desire to enter into the following Cooperative Agreement which will implement ownership transfer of the improvements constructed in Jackson County Sewer Districts Nos. 93, 94, 95, 101 and extensions, from County to City;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between County and City as follows:

**FILED**

OCT 26 2010

MARY JO SPINO  
COUNTY CLERK

ARTICLE I  
SERVICE CONDITIONS

A. **Scope.**

The requirements imposed by this Agreement upon County shall be construed to apply only to Jackson County Sewer Districts Nos. 93, 94, 95, 101 and extensions, as legally constituted.

B. **Ownership, Operation, and Maintenance.**

City will control, own, operate, and maintain Jackson County Sewer Districts Nos. 93, 94, 95, 101 and extensions sewerage system, as it now exists, and any future extensions.

C. **Transfer of ownership.**

County shall prepare, sign and provide the necessary documents, which may be quit claim deeds or other deeds, for the transfer of the physical assets of Sewer Districts Nos. 93, 94, 95, 101 and extensions to City along with the necessary access and maintenance easements. These documents shall be approved by the City.

D. **Rights of Use.**

Nothing in this Agreement shall prevent either party from seeking immediate legal recourse in a court of competent jurisdiction in the event that court intervention is necessary to prevent imminent harm to the health, safety and welfare of the residents of County or City or damage to City's POTW (Publicly Owned Treatment Works).

E. **Regulation of Flows.**

County agrees it shall not allow any public agency, individual, private corporation or political subdivision, other than City, to connect with and use any sewerage improvement which connects to and discharges into any sewerage improvement of City regardless of whether such agency, individual, corporation or subdivision is in the same natural drainage areas or basins, unless such agency, individual, private corporation or political subdivision has a written cooperative sewer agreement or sewer connection permit from City.

F. **Pretreatment Standards.**

Both parties recognize that the City, as a pretreatment program authority approved by the United States Environmental Protection Agency and the Missouri Department of Natural Resources, is subject to certain federal and state regulations. Such regulations, as now exist or may be promulgated in the future, may require City to change its sewer use ordinances and regulations and its inspection, monitoring and enforcement activities. County agrees to abide by such changes and to require compliance by all of its sewage generators who discharge directly or indirectly to the City's system.

G. **Sewer Use Ordinance.**

County agrees that any public agency, individual, private corporation, political subdivision, other than the City shall comply with all regulations and/or ordinances

for the regulation of commercial and individual discharge to City's sanitary sewer system.

**H. Emergency Actions.**

City is authorized to take emergency action whenever necessary to stop or prevent any discharge into City's sewerage system which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment or which threatens to interfere with the operation of City's sewer system and/or wastewater treatment plant. Nothing contained within this paragraph shall be construed to be inconsistent with the enforcement duties of City as set forth in its Ordinances or Enforcement Response Plan.

ARTICLE II  
REPORTS AND PAYMENTS

**A. Scope.**

In consideration of the wastewater treatment, wastewater transportation, and pretreatment program services provided for in this Agreement:

1. City will charge Sewer Districts Nos. 93, 94, 95, 101 and extensions customers the appropriate rates for retail customers inside the city limits in accordance with the City's Schedule of Sanitary Sewer Rates which may be modified from time to time.
2. City will, at City's option, have the right to sue, in County's name, the owner or occupants of premises receiving sewerage services to recover any sums due for such services, plus reasonable attorney's fees, as set forth in Section 250.140, RSMo.
3. City will pay all costs associated with the treatment of the sewage from the system starting with the next quarterly payment to Little Blue Valley Sewer District after the effective date of this agreement.
4. City will halt payments to County under the present collection agreement at the same time that the City becomes responsible for the costs in item 3 above.

ARTICLE III  
ADDITIONAL CONDITIONS

**A. Filing.**

As provided by Section 70.300, RSMo, a copy of this Agreement shall be filed in the Office of the Secretary of State, in the Office of the Recorder of Deeds of Jackson County, Missouri, and as otherwise required by law.

**B. Indemnify and Hold Harmless.**

City shall indemnify County and hold it harmless from and against all damages,

claims, suits, or actions on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with City's negligence or failure to comply with any of the provision of this Agreement.

**C. Administrative Officers.**

The Director of Water Pollution Control or such officer at the time performing duties equivalent to that of Director of Water Pollution Control shall be the administrative officer for City respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by the Director. The Director of Public Works of Jackson County shall be the Administrative Officer for County respecting this Agreement, and any approvals or other decision necessary under this Agreement will be made by the Director of Public Works. Any notice required by this Agreement shall be deemed to be well given when delivered to such officers respectively.

**D. Parties and Successors.**

This Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment or otherwise, when finally executed and fully approved.

**E. Severability.**

Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected. This Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**F. Effective Date and Expiration.**

The effective date of this Agreement shall be the first day of the month following approval of the governing bodies of the City and County. This Agreement shall continue in full force and effect until modified or another agreement is entered into in the future.

**G. Previous Agreements.**

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to wastewater services to Jackson County Sewer Districts Nos. 93, 94, 95, 101 and extensions will be nullified by this Agreement.

**H. Complete Agreement.**

This written Agreement constitutes the complete understanding of the parties' agreement for wastewater service to Jackson County Sewer Districts Nos. 93, 94, 95, 101 and extensions and can only be modified or terminated in writing by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective Governing bodies, have caused this Agreement to be duly executed on the date and year first above.

JACKSON COUNTY, MISSOURI

[ SEAL ]

By: Michael D. Sanders

Michael D. Sanders  
JACKSON COUNTY EXECUTIVE

ATTEST:

Mary Jo Spino

MARY JO SPINO  
CLERK OF COUNTY LEGISLATURE

APPROVED AS TO FORM:

William G. Snyder

William G. Snyder  
ACTING COUNTY COUNSELOR

CITY OF INDEPENDENCE, MISSOURI

By: Robert E. Heacock Ord. #17655  
for City Manager

APPROVED AS TO FORM:

Allen Garner

Allen Garner  
City Counselor

