

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to enter into a Cooperative Agreement with the City of Lee's Summit, MO, for road maintenance and snow removal services.

**RESOLUTION #16712**, September 22, 2008

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the County and the City of Lee's Summit desire to enter into a Cooperative Agreement for the purposes of road maintenance and snow removal services; and,

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into Cooperative Agreements for road maintenance and snow removal in order to increase efficiency and reduce costs; and,

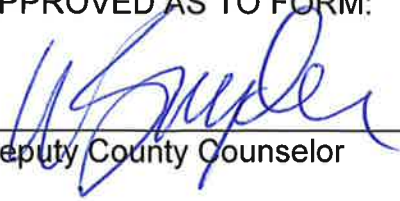
WHEREAS, the Director of Jackson County Public Works and the City of Lee's Summit both recommend this Agreement; and,


WHEREAS, this Agreement is in the best interest of the health, welfare, and safety of the citizens of the 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 Cooperative Agreement with the City of Lee's Summit, Missouri for road maintenance and snow removal services.

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

APPROVED AS TO FORM:

  
Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16712 of September 22, 2008, was duly passed on September 29, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

Excused 1

9.30.08  
Date

  
Mary Jo Spino Clerk of Legislature

## COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL

This Agreement is entered into this 25<sup>th</sup> day of June, 2008, by and between the City of Lee's Summit, MO., a municipal corporation (hereinafter "City"), and Jackson County, Missouri, a chartered county of the first class (hereinafter "County").

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into cooperative agreements to provide services; and

WHEREAS, the City and County deem it to be in their best interests to enter into this agreement for road maintenance and snow removal in order to increase efficiency and reduce costs; and

WHEREAS, the general location of the affected City and County roads and streets is described in the attached list, marked Exhibit A.

WHEREAS, the City and County find that by entering into this agreement the City and County will ensure that the roads serving their citizens are adequately and efficiently maintained and cleared of snow.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, it is hereby agreed as follows:

1. The City shall perform normal snow and ice operations in accordance with City's most recently adopted "SnowPlan" (as amended) and maintain the designated roads and streets listed under City's responsibility in Exhibit A attached hereto and incorporated herein.
2. The County shall perform normal snow and ice operations in accordance with County's most recently adopted "SnowPlan" (as amended) and maintain the designated roads and streets listed under County's responsibility in Exhibit A attached hereto and incorporated herein.
3. Maintenance of roads and streets shall include:
  - a. Crack sealing.
  - b. Pot hole patching
  - c. Full depth patching
  - d. Road shoulder repair including grading, and other related activities.
  - e. Culvert repairs.
  - f. Ditching
  - g. Weed and brush control
  - h. Trash and liter removal.
  - i. Traffic control device repair.

FILED

OCT 09 2008

MARY JO SPINO  
COUNTY CLERK

- 1) As part of this Agreement, the parties shall maintain present traffic control devices in their areas of responsibility listed in Exhibit A attached.
- 2) If additional or revised traffic control devices are needed, the entity with legal jurisdiction shall pay for and install them.
- 3) All traffic control devices shall conform to the latest adopted Versions of the Manual for Uniform Traffic Control Devices (MUTCD).
4. Snow and ice control (see Exhibit A) shall include the following:
  - a. Include the designated roads and streets in the entity's regular snow and ice removal procedures.
  - b. Prioritizing the clearing of the designated roads and streets by considering traffic volumes and speed limits on said roads and streets.
  - c. Materials and equipment normally used by each entity in its snow and ice removal operations.
  - d. The Departments of Public Works for each entity shall cooperate in order to provide a reasonable safe roadway system by reporting any traffic or safety hazard that are observed through routine road and street maintenance and inspections to the entity having legal jurisdiction over the road and street where such traffic or safety hazard is located.
5. Capital improvements, including but not limited to, resurfacing, curb and gutter, road realignment, culvert replacement or other major construction projects shall remain the responsibility of the entity with jurisdiction under law for traffic control over the road and/or streets.
6. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party its agencies, boards, officers, agents and employees for any claims, causes of action or damages arising from the indemnifying party's maintenance of roads described in Exhibit A, that's under the indemnifying party's legal jurisdiction.
7. Each party hereto shall be responsible for issuing any special use permits or other permits that may be required for driveways or utilities within its respective legal jurisdictions.
8. If either party believes that it would be advantageous to amend the Agreement because of substantial annexations or de-annexation by the City, the parties agree to make the appropriate amendments. Upon agreement to the modifications by each entity's Public Works Directors, modifications will be made to Exhibit A, upon approval by each entity's governing body.
9. The execution of the Agreement shall be authorized by each entity's Governing body.
10. Pursuant to Section 70.300, RSMo, a copy of this Agreement shall be filed by the County in the office of the Secretary of State and Recorder of Deeds for Jackson County.
11. Either party to this Agreement can terminate this Agreement by 30 days written notice to the other party.
12. This Agreement shall be in effect upon its execution, and will remain in effect until terminated.

CITY OF Lee's Summit, Missouri

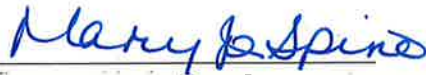
Jackson County

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
**Michael D. Sanders**  
**JACKSON COUNTY EXECUTIVE**

ATTEST:


  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
**MARY JO SPINO**  
**CLERK OF COUNTY LEGISLATURE**

Approved As To Form:

Approved As To Form:

  
\_\_\_\_\_  
Asst. City Attorney

  
\_\_\_\_\_  
**Mark S. Jones**  
**JACKSON COUNTY COUNSELOR**

## Exhibit A

### Roads and Streets for Maintenance

A. Roads and Streets for Maintenance, and Snow/Ice Removal for the City of Lee's Summit, MO.

Colbern Road - From: Prairie Lee Lake Park Road  
To: Cyclone School Road  
Blackwell Road - From: Langsford Road  
To: Chipman Road  
Woods Chapel Road - To: City Limits  
From: West Park Road

B. Roads and Streets for Maintenance, and Snow/Ice Removal for the County

Ranson Road - From: Browning Road  
To: State Maintenance  
Hook Lane From: Dead End  
To: Ranson Road  
Langsford Road From: Blackwell Road  
To: Summit Mill Subdivision  
Smart Road From: US 50 Highway  
To: South City Limits