

**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:

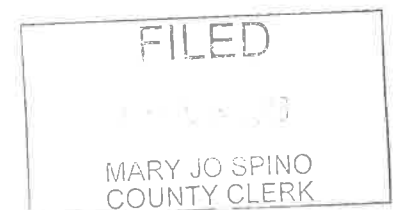
WHEREAS, the City desires to use the County's parking lot for its Household Hazardous Waste (HHW) collection event; and,

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

NOW THEREFORE, in consideration of the foregoing 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 April 7, 2018. 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 March 1, 2018, and continue through May 31, 2018.

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

8. **Indemnification**. City shall compensate County for any damage to County property due to any breach of Contract or tortious conduct 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 it 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 Contract, 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


CITY OF INDEPENDENCE

By 
Frank White, Jr.
County Executive

By 
Title WATER POLLUTION CONTROL DIRECTOR

APPROVED AS TO FORM:

ATTEST:

By 
W. Stephen Nixon
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



AssuredPartners of Indiana, LLC
10401 N. Meridian Street | Suite 300
Indianapolis, IN 46290
Phone: 317-844-7759 | Fax: 317-815-6036

ADDITIONAL NAMED INSUREDS: (Applies to all locations of the named insured)

Heritage Environmental Services, LLC
5400 West 86th Street
Indianapolis, IN 46268

Heritage Interactive Services, LLC
3719 West 96th Street
Indianapolis, IN 46268

Heritage Transport, LLC
7901 West Morris Street
Indianapolis, IN 46231

Heritage Environmental Services PR, LLC
Carr 682 Km 13.5 Bo Cercadillo
Arecibo, PR 00613

Rineco Chemical Industries, LLC
P.O. Box 729
Benton, AR 72015

Rineco Environmental Services, LLC
P.O. Box 729
Benton, AR 72015

Rineco Transportation, LLC
P.O. Box 729
Benton, AR 72015



Meridian Plaza
10401 N. Meridian St., Suite 300
Indianapolis, 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.