

**INTERGOVERNMENTAL
COOPERATIVE AGREEMENT**

THIS 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," is made and entered into this 25th day of March, 2021.

WITNESSETH:

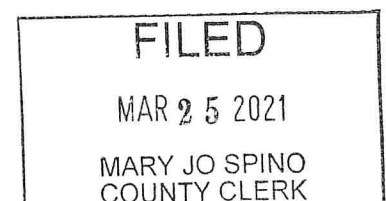
WHEREAS, the City desires to use the County's parking lot for its Household Hazardous Waste (HHW) collection event; and,

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 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 April 3, 2021. 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 shall 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 15, 2021, and continue through May 31, 2021.

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

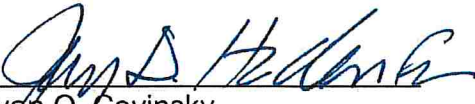
CITY OF INDEPENDENCE, MISSOURI

By 
Frank White, Jr.
County Executive

By 
For 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



CERTIFICATE OF LIABILITY INSURANCE

4/1/2021

DATE (MM/DD/YYYY)
3/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : STATE SELF-INSURERS RISK	
INSURED 1462254 CITY OF INDEPENDENCE, MISSOURI 111 EAST MAPLE AVENUE INDEPENDENCE MO 64050	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC #	

COVERAGES CITINO1 CERTIFICATE NUMBER: 16628365 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> LAW ENFORCEMENT LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	3000044-2	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 16628365 JACKSON COUNTY MISSOURI 415 E 12ST ST, #200 KANSAS CITY MO 64106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 