

**COOPERATIVE AGREEMENT FOR RECYCLING SERVICES
B E T W E E N T H E C I T Y O F L E E ' S S U M M I T , M I S S O U R I , A N D T H E C I T Y O F K A N S A S
C I T Y , M I S S O U R I**

This agreement made and entered into this _____ by and between the City of Lee's Summit, Missouri and the City of Kansas City, Missouri.

WHEREAS, Lee's Summit owns a recycling center at 1951 NE Douglas, Road, Lee's Summit, Missouri 64064 ("North Recycling Center") that is currently not operating; and

WHEREAS, the opportunity for residents to recycle mutually benefits both Lee's Summit and Kansas City; and

WHEREAS, Lee's Summit and Kansas City desire to partner together to resume operations at the North Recycling Center.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Parties agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to provide for a cooperative effort between Kansas City and Lee's Summit to enable the resumption of recycling operations at the North Recycling Center.

2. **Definitions.**

- a. *Authorized Materials* shall mean newspaper, corrugated cardboard, telephone books, magazines, junk mail, print media advertisements, chipboard cardboard, catalogs, manila file folders, office paper, brochures, carrier stock, #1 pet plastic with neck, #2 hdpe plastic with neck, aluminum cans, steel food and beverage cans (and specifically excluding any items made entirely or partially of glass).
- b. *Days of Operation* shall mean the three (3) days per week that Lee's Summit provides staffing for the North Recycling Center. Current times and Days of Operation are Tuesday's (9am-6pm), Thursday's (9am-6pm) and Saturday's (8am-4pm). The Center shall be closed on holidays (according to the City of Lee's Summit holiday schedule).
- c. *Roll-off Containers* shall mean dual rail with both cable and hook lift capabilities. Any container must be approved by the Manager of Solid Waste for the City of Kansas City and the Solid Waste Superintendent for the City of Lee's Summit before use under this agreement.

3. **Responsibilities of Lee's Summit.** Lee's Summit shall:

- a. Provide staffing at the North Recycling Center three (3) days per week. These Days of Operation shall be determined at the sole discretion of the City of Lee's Summit; however, Lee's Summit shall communicate any change in the Days of Operation to Kansas City in writing at least 30 days before any such change shall be effective.
- b. Provide seven roll-off containers for the operation of the North Recycling Center. Lee's Summit shall maintain the containers in working order.
- c. Take all reasonably available steps and actions to ensure that only Authorized Materials are deposited in the roll-off containers.
- d. Contact the City of Kansas City when the containers are ready to be pulled.
- e. Be responsible for all signage at the North Recycling Center.

- f. Be responsible for notifying Kansas City about mechanical issues, facility issues, customer service issues, or safety issues as soon as possible.
4. **Responsibilities of Kansas City.** Kansas City shall:
- a. Provide the collection of the roll-off containers from the North Recycling Center at its sole cost. Kansas City shall have no obligation to provide rebates to Lee's Summit for the sale of any pulled recyclables.
 - b. Provide monthly weight reports to the City of Lee's Summit for recycling material collected at the North Recycling Center. Reports shall be due within 14 business days following the end of each month.
 - c. Collect, empty, and return recycling roll-off containers within 36 hours of being contacted by personnel from the City of Lee's Summit.
 - d. Collect containers, wherever practical, on days when the Center is not open. e.g. Monday's, Wednesday's, Friday's, or Sunday's. This is in order to provide the safest environment for collection truck drivers as well as Center patrons.
 - e. Be responsible for notifying Lee's Summit about mechanical issues, facility issues, customer service issues, or safety issues as soon as possible.

5. **Notice.** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, or commercial overnight courier to the following:

Notice to Kansas City:
Director of Neighborhood and Housing Services
414 East 12th Street, 4th Floor
Kansas City, Missouri 64106

Notice to Lee's Summit:
Solid Waste Superintendent
1971 SE Hamblen Rd.
Lee's Summit, Missouri 64082

All notices are effective on the date mailed or, if delivered by a courier, upon receipt. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

- 6. **Option to Terminate.** Either Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement or of any other activities.
- 8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement.
- 9. **Term.** The parties agree that the term of this Agreement shall begin on November 1,

2017 and, unless sooner otherwise terminated by the Parties, shall end on October 31, 2019. The Parties, by written agreement, may renew this Agreement for three one year periods.

10. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
11. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
12. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
13. **Conflicts of Interest.** Kansas City and Lee's Summit shall certify that no officer or employee of Kansas City or Lee's Summit has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of Kansas City or Lee's Summit, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Kansas City or Lee's Summit in this Agreement.
14. **Representations.** Kansas City and Lee's Summit certify that they have the power and authority to execute and deliver this Agreement, to use any funds contemplated hereby and to perform this Agreement in accordance with its terms.
15. **Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

16. **Audit.** Kansas City and Lee's Summit shall have the right to audit this Agreement and all books, documents and records relating thereto. Kansas City and Lee's Summit shall maintain all their respective books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the Kansas City and Lee's Summit within ten (10) days after the written request is made. Kansas City and Lee's Summit shall require any contractor hired to perform work related to this Agreement to comply with this provision in connection with services performed.
17. **Assignment.** Neither Kansas City nor Lee's Summit shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.
18. **General Indemnification.** Kansas City and Lee's Summit shall require any contractor hired to perform work related to this Agreement to defend, indemnify, and hold harmless the other Party and any of its agencies, officials, officers, and employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by the contractor, its employees, agents, others for whom the contractor is legally liable, regardless of whether or not caused in part by any act or omission of the indemnified party, its agencies, officials, officers, or employees.
19. **Insurance.** Kansas City and Lee's Summit shall require every person or entity with whom it contracts under this Agreement to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Kansas City and Lee's Summit shall further require, and shall ensure that, the other Party is named as an additional insured and shall provide to the other Party a certificate of insurance, or its equivalent, demonstrating the same.
 - i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 1. Severability of Interests Coverage applying to Additional Insureds
 - ii. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 1. Severability of Interests Coverage applying to Additional Insureds
 - iii. Contractual Liability:

1. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
2. No Contractual Liability Limitation Endorsement
3. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

iv. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

1. Workers' Compensation: Statutory
2. Employers' Liability with limits of:
 - a. \$100,000 each accident
 - b. 500,000 disease –policy limit
 - c. \$100,000 disease each employee

v. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project by Kansas City's or Lee's Summit's contractor.

vi. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

a. Contractual Liability:

1. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
2. No Contractual Liability Limitation Endorsement
3. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

vii. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

1. Workers' Compensation: Statutory
2. Employers' Liability with limits of:
 - a. \$100,000 each accident
 - b. 500,000 disease –policy limit
 - c. \$100,000 disease each employee

viii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project by Kansas City's or Lee Summit's contractor.

ix. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by the other Party, it is the responsibility of Kansas City and Lee's Summit to ensure the required insurance coverage is maintained in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve Kansas City or Lee's

Summit of any contractual obligation or responsibility. In the event Kansas City or Lee's Summit fails to ensure that the required insurance is maintained in effect, the other Party may order that the obligations under this Agreement immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

20. **Future appropriations.** Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

21. **Default and Remedies.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their respective officers thereunto lawfully authorized and with their corporate seals affixed the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

By _____
John A. Woods
Title Director of Neighborhood and Housing Services

Approved as to Form:

By _____
Katherine Chandler
Title Assistant City Attorney

LEE'S SUMMIT, MISSOURI

By: _____
Title: Mayor Randall L. Rhoads

Approved as to form:

By: _____
Nancy Yendes,

Title: Chief Council of Infrastructure and Planning