

**MID MISSOURI SOLID WASTE MANAGEMENT DISTRICT  
WASTE COLLECTION EVENT  
COOPERATIVE COST-SHARE AGREEMENT**

The parties to this AGREEMENT are Boone County Missouri, a political subdivision of the State of Missouri, (County) the City of Columbia, Missouri, (City), the University of Missouri Board of Curators, (Curators), and the Mid Missouri Solid Waste Management District, (District), and they enter this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, in an event made possible every year since 2015 by cooperation and cost-sharing between all of the parties, the District annually coordinates and provides event support for a one-day solid waste collection event for Household Hazardous Waste, Electronic Waste, and Tires, and

WHEREAS, this event directly benefits the City, the County, and the Curators, by allowing Boone County residents to safely dispose of hazardous materials that could impair local water quality, and

WHEREAS, the County, the City, and Curators have equally contributed to, and wish to continue to equally contribute to this event, and

WHEREAS, the parties want to memorialize their understandings regarding this Cost-Share Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements in this agreement, the parties agree as follows:

1. The County, City, and Curators will pay to the District equal shares of the costs of this event in amounts not to exceed \$10,000 each per yearly event, and will make these payments to the District in full within 30 days of the District mailing post-event invoices to them showing the itemized costs of the event.
2. No party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other parties.
3. This Agreement is for the sole benefit of the parties to this agreement only, and nothing in this Agreement shall confer any rights or remedies on any other party.

- 4.** Nothing in this agreement shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties to this agreement.
- 5.** This Agreement shall be in effect from its execution until terminated by any of the parties upon thirty (30) days written notice directed to the other parties.
- 6.** This Agreement shall be governed by Missouri law, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
- 7.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- 8.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 9.** Each of the persons signing this Agreement on behalf of any party represent that they have been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken.
- 10.** The parties may amend or modify this agreement only by written instrument duly executed by the parties.
- 11.** Nothing contained in this Agreement constitutes a waiver of any party's sovereign or governmental immunity under any applicable law.
- 12.** Any invoice, payment, or communication to be given or served by the parties shall be deemed to have been given on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

To Curators: Attention: Jon White  
Manager, Environmental Health & Safety  
University of Missouri  
180 General Services Building  
Columbia, MO 65211

To County: Director – Resource Management  
Boone County Government Center  
801 East Walnut, Room 315  
Columbia, MO 65201-7732

To City: John Glascock  
City Hall Building  
701 East Broadway, 2<sup>nd</sup> Floor  
Columbia, MO 65205

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on the day and year indicated by their signature below.

**BOONE COUNTY MISSOURI**

**CITY OF COLUMBIA**

By: \_\_\_\_\_  
Daniel K. Atwill - Presiding Commissioner

By: \_\_\_\_\_  
City Manager

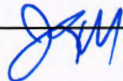
Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Brianna L. Lennon - County Clerk

ATTEST:  
  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
County Attorney

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney/JKM 

**UNIVERSITY OF MISSOURI BOARD OF CURATORS.**

**MID MISSOURI SOLID WASTE MANAGEMENT DISTRICT**

By: \_\_\_\_\_

By: 

Date: \_\_\_\_\_

M.L. Cauffman, III – Exec. Bd.  
Chairperson  
Date: 3/11/20