MOU - 2027

MEMORANDUM OF UNDERSTANDING

Administration and Planning Services provided by Mid-America Regional Council to the Mid-America Regional Council Solid Waste Management District

WHEREAS, Cass, Clay, Jackson, Platte and Ray Counties and the City of Kansas City, Missouri have formed the Mid-America Regional Council Solid Waste Management District ("District") under the provisions of Sections 260.300 through and including Section 260.345 of the Revised Statutes of Missouri (2000 and Cum. Supp. 2010, as amended); and

WHEREAS, the District is responsible for complying with the planning and administration requirements of this law and regulations promulgated thereunder; and,

WHEREAS, the District conducted a formal competitive bid for administrative and planning services and selected MARC as its administrative contractor on September 20, 2023.

WHEREAS, the District retains the option to renew its annual contract with MARC for up to four years through December 31, 2028.

WHEREAS, the District has adopted the 2027 MARC SWMD Work Plan which identifies the need for Mid-America Regional Council (MARC) staff support for the administration, organization and planning function of the District; and,

WHEREAS, MARC operates as an instrument of local government on behalf of the District; and,

WHEREAS, MARC can provide the support staff and technical assistance necessary to effectively manage and administer the District; and,

WHEREAS, MARC and the District desire to enter into this Memorandum of Understanding (the "Agreement") for the period of January 1, 2027 through December 31, 2027.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I

Scope of Services

MARC hereby agrees to provide the following services for the District, as outlined in the 2027 MARC SWMD Work Plan:

A. Administration and Management

1. Develop an annual work plan for the District.

2. Serve as the fiscal agent for the District; accept and disperse grant funds on behalf of the District and maintain the necessary financial records of the District, including grant awards, interest income, Regional HHW Program funds, and other funding allocated for committee and District activities.

3. Provide assistance in the procurement of liability and Directors and Officers insurance for the District.

4. Provide assistance in the procurement of professional services for the District.

5. Administer the District's grant programs.

6. Maintain an updated listing of all District members and terms and notify appropriate officials as these terms expire.

7. Assure compliance with state regulations related to solid waste management planning and provide information on legislative changes and/or mandates that may affect the members of the District.

8. Provide office space for meetings as required and assist with scheduling of public meetings, educational forums and/or public hearings as requested or required.

9. Participate in state committees, keep abreast of activities at the state level and serve as contact for the District.

10. Seek funding to support ongoing solid waste planning activities.

11. Secure professional services for an annual independent financial audit in accordance with generally accepted auditing standards.

B. Regional Coordination through Outreach and Education

1. Organize and schedule regular meetings for the District.

2. Continue to develop and distribute solid waste management information to local governments and the public.

3. Continue to provide up-to-date information and technical assistance to local governments as requested.

4. Organize and coordinate activities related to the District programs and committee initiatives, including the Regional Household Hazardous Waste program, the District Grant program and the Outreach committee, to promote the timely implementation of waste reduction and recycling projects.

C. Plan Implementation and Management of Regional and Sub-regional Projects

1. Project Management--The MARC staff will manage a variety of projects and contracts, as needed.

2. Plan Implementation—The MARC staff will provide technical and administrative guidance to implementation committees and task forces to be created by the District.

ARTICLE II

Time of Performance

Pursuant to state regulations, the District secured administrative services on September 20, 2023, with an annual renewal option through December 31, 2028. MARC shall provide the services described in Article I for the period of January 1, 2027, through December 31, 2027. The time and services of this Agreement may be extended or amended by addendum, containing the signatories of the parties and an identification of the extension period, including any other amendments to the original Memorandum of Understanding.

ARTICLE III

Consideration

In consideration for the services provided by MARC during the time of performance identified in Article II, the District agrees to compensate MARC for a portion of its expenses, in the minimum amount of $821,449.50 according to the budget in the 2027 MARC SWMD Work Plan, which may be amended as mutually agreed.

ARTICLE IV

Termination or Suspension of Agreement

This Agreement will terminate December 31, 2027, unless extended by addendum as provided in Article II. However, if for any justifiable reason either party wishes to terminate this Agreement prior to the completion of the time of performance, this may be done by serving thirty (30) days notice to the other party. Payment for services rendered shall be pro-rata to the term of the agreement and to the work effort expended.

ARTICLE V

Equal Opportunity Employment

MARC attests that it does not now, nor shall it discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment, due to race, color, religion, sex, handicap or national origin.

ARTICLE VI

Indemnification

The District, shall, to the extent allowed by law, defend, indemnify and hold MARC, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement.

MARC shall, to the extent allowed by law, defend, indemnify and hold the District, its officers, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to

the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MARC, its officers, agents or employees.

Approved by the Executive Board of the
MARC Solid Waste Management District
on the 18th day of November 2026.

Mr. Doug Wylie
Chair

Approved by the Board of Directors of the
Mid-America Regional Council
on the 24th day of November 2026.

Ms. Geraldine Gardner
Executive Director