

**COOPERATIVE AGREEMENT FOR BRUSH REMOVAL
AND CRACKSEALING**

THIS COOPERATIVE AGREEMENT FOR BRUSH REMOVAL AND CRACKSEALING (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2023 (the “**Effective Date**”) by and between the **CITY OF MOBERLY, MISSOURI**, a City of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the **COUNTY OF RANDOLPH**, a Missouri County of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**” and together with the City the “**Parties**”).

RECITALS

- A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract with each other for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of powers of such political subdivision.
- B. The City is in need of brush removal for a 100’ wide swath along the Moberly Industrial Park Infrastructure project path as indicated on the attached ariel views.
- C. The County is in need of having the Randolph County Courthouse parking lot in Huntsville, Missouri cracksealed during the summer of 2024.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

- 1. **Undertakings of the Parties.** The County agrees to remove trees, roots and brush along a 100’ swath as indicated on the attached ariel views (and as directed by City staff) within the Moberly Industrial Park for purposes of clearing area for the engineering and construction of roadways. In exchange, the City agrees to provide crack sealant at the Randolph County Courthouse parking lot in Huntsville, MO during the summer of 2024 as directed by County staff.
- 2. **Representations of the Parties.** The parties have determined that the cost to each for the agreed upon work is equivalent and therefore a fair trade.
- 3. **Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attn: City Manager

If to the County:

The County of Randolph County Administration Building
372 HWY JJ
Huntsville, Missouri 65259
Attn: Presiding Commissioner

4. Miscellaneous.

a. *Further Assistance.* The Parties each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to reach the project scope of work and budget.

b. *Severability.* The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining work, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. *Choice of Law; Venue.* This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

d. *Entire Agreement; Exceptions; Amendments; No Waiver of Prior Actions.* The Parties hereto agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations have been made by the Parties with respect to the subject matter of this Agreement. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

e. *No Waiver of Sovereign Immunity.* Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or the County's sovereign immunity.

- f. **Bind Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
- g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- h. **Approval of Agreement.** Each of the Parties represents that the governing body of each Party approved the entry into and the execution of this Agreement in a duly noticed meeting, a quorum being present, by affirmative vote of the governing body in compliance with section 432.070 of the Revised Statutes of Missouri, as amended.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

CITY OF MOBERLY

By: _____
Tim Brubaker, Mayor

ATTEST:

Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
Sid Conklin, Presiding Commissioner

ATTEST:

Terri Maddox, County Clerk