

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“MOU”) is entered into the ____ day of _____, 2024, by and between the City of Republic, Missouri, a municipal corporation (the “City”), and the Green County Reorganized School District No. 3, also known as the Republic R-III School District (the “District”). The City and the District are referred to together herein as “the Parties.”

WITNESSETH:

WHEREAS, the District owns multiple school buses utilized for the transportation of students within the Republic School District; and

WHEREAS, the City wishes to utilize one of the busses owned by the District (the “Bus”)¹ for approximately seventeen (17) days during the summer months of 2024 for public purposes, namely, transporting participants of the City’s summer camps/programs to and from the designated locations and/or activities that are part of those camps/programs; and

WHEREAS, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the District has agreed to provide the City use of the Bus for the public purposes desired by the City, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and agreements set forth herein, District and City mutually agree as follows:

- 1. Payment.**
 - a. In exchange for use of the Bus as set forth in this MOU, the City will pay to the District a sum to be calculated upon conclusion of the City’s use which will include the following: a flat rate of Fifty Dollars and Zero Cents (\$50.00) per day of use by the City, fuel to be calculated at Fifty Cents (\$0.50) per mile of actual use, and any costs of non-routine maintenance/repair required as a result of the City’s use. The Parties mutually acknowledge and agree that the total amount owed under this paragraph cannot yet be determined with specificity as it is dependent upon the City’s actual use. The Parties agree and acknowledge that calculation of payment owed under this MOU shall be determined using commonly accepted methods of calculation, and such final amount calculated shall be accompanied by documentation of the data input into such calculation. The Parties agree and acknowledge that in no event shall the City be liable for any sum due or owing to the District for use of the Bus under this MOU in an amount exceeding \$2,500 per each calendar year during which this MOU is in effect.
 - b. Upon the City’s final use of the Bus for the applicable calendar year, the District shall provide the City an invoice for the total amount due and owing.
 - c. The City shall be responsible for making payment in full to the District within thirty (30) days of receipt of the invoice.

¹ The Parties acknowledge that the phrase “the Bus” herein refers not to one single, particular vehicle; but rather, includes any one of the busses owned by the District and used for transportation of students to and from school, so long as the Bus provided is in safe, operable condition, and meets acceptable industry standards for size, capability and other approved uses.

2. Dates of Use. The District shall make the Bus available to the City on the following dates:

- a. Week 1 of Summer Camp: July 8, 9, 10 & 11
- b. Week 2 of Summer Camp: July 15, 16, 17 & 18
- c. Week 3 of Summer Camp: July 22, 23, 24 & 25
- d. Tiger Triathlon: July 27
- e. Week 4 of Summer Camp: August 5, 6, 7 & 8

3. Term. This MOU shall commence on the date first written above and shall continue in effect indefinitely until terminated by either party. In the event the Parties should desire to include any future or additional date(s) not specified herein above for the City's use of the Bus, such date(s) shall be set forth in a written Addendum to this MOU and duly executed by the Parties, and the City's use of the Bus on any such dates shall otherwise be governed by the terms and conditions of this MOU. Either the City or the District may terminate this MOU at any time by providing the other party with thirty (30) days prior written notice of intention to terminate. Upon termination, all rights and obligations under this MOU shall cease, except those obligations that accrue prior to termination shall survive until they are fulfilled or otherwise expire.

4. Conditions of Use.

- a. The City shall, at all times under this MOU and otherwise, utilize the Bus solely for the public purposes specified herein.
- b. The City shall be solely responsible for the hiring and/or retention of the individual or individuals who will operate the Bus pursuant to the terms of this MOU; however, any such individual must also be employed as a bus driver with the District.
- c. The City shall be responsible for picking up the Bus from the District's Transportation Facility at the start of each day of use, and returning the Bus to the District's Transportation Facility at the conclusion of each day of use.
- d. The District shall be solely responsible for monitoring and tracking all necessary and relevant data for calculation of the amount owed by the City under this MOU; specifically including but not necessarily limited to, mileage placed on the Bus by City and damages or other repairs requiring maintenance as a result of use by City.
- e. The District shall be responsible for fueling the Bus and providing all maintenance needs to the Bus for the duration of this MOU, the cost of which shall be borne by the City; provided, the District utilizes a commonly accepted method of calculation for determining such costs and includes such calculation in the invoice it provides to City at the conclusion of use under this MOU, along with documentation of the data used in such calculation, as further specified in paragraph 1, above.

5. Insurance. For the duration of this MOU, the City shall maintain liability and other insurance necessary and/or designed to protect against claims which may arise out of or result from this MOU or the City's use and/or operation of the Bus pursuant to this MOU. The amounts of such insurance shall have policy limits not in excess of the applicable statutory maximum amounts set forth in § 537.610, RSMo. If requested by the District, the City shall provide satisfactory proof of such insurance to District prior to use of the Bus under this MOU. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City for any claim arising from or out of this MOU or performance thereunder, shall not in any way be deemed a waiver of the City's sovereign or governmental immunity under state and other applicable law.

6. Public Entity Immunity. The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this MOU or any transactions under this MOU shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., *et seq.* The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to District for any claim arising from or out of this MOU or performance thereunder, shall not constitute a waiver of any defense or immunity available to the District or the City.

7. Law and Venue. This MOU shall be governed by the laws of the State of Missouri. Any lawsuit, claim, demand, cause of action or other proceeding asserted or filed by or against one or both Parties to this MOU relating in any way to the interpretation of this MOU or to the exercise of rights and/or duties under this MOU, shall have proper venue solely in the Circuit Court of Greene County, Missouri.

8. Assignment. Neither party may assign their rights or obligations under this MOU without the prior written consent of the other party.

9. Severability. A determination by a court of competent jurisdiction or other authoritative decision-making body that any clause, sentence, paragraph, section, or part of this MOU is unconstitutional, invalid or otherwise unenforceable shall not affect in any way the validity or enforceability of the remaining clauses, sentences, paragraphs, sections or parts of this MOU.

10. Entire Agreement. This MOU constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the Parties.

11. Headings. The headings formatted in bold herein are merely for purposes of convenience and reference only, and do not constitute material terms of this MOU.

12. Incorporation of Whereas Clauses. The “WHEREAS” clauses in this MOU above are incorporated into this paragraph by reference as though fully set forth at length herein and form a material part of this MOU.

CITY OF REPUBLIC, MISSOURI

REPUBLIC R-III SCHOOL DISTRICT

By: _____
City Administrator

By: _____
Authorized Representative

Name: _____

APPROVED AS TO FORM:

Title: _____

Megan McCullough, City Attorney