

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT is to facilitate cooperative action by and between Greene County, Missouri ("Greene County" or "the County") and the City of Republic, Missouri ("Republic" or "the City") (together, "the Parties"), concerning the parameters for the City's maintenance of identified portions of the Shuyler Creek Trail located in unincorporated Greene County, including those improvements located in public right-of-way currently managed by the Greene County Highway Department (hereafter, "the Trail").

WHEREAS, Missouri law, including but not limited to §70.220, RSMo., authorizes intergovernmental agreements between political subdivisions regarding the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, the Parties are each political subdivisions within the State of Missouri whose residents and guests are expected to traverse and otherwise utilize the Trail; and

WHEREAS, the Parties anticipate the Trail will be completed and available for public access and use by the end of May 2025; and

WHEREAS, the Parties wish to enter into this Intergovernmental Cooperative Agreement ("Agreement") to outline the respective obligations and rights of the Parties pertaining to the maintenance and operations of the Trail following its completion; and

NOW THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the Parties agree as follows:

1. The "Whereas" clauses stated above are incorporated herein by reference.
2. The rights and obligations outlined in this Agreement shall apply to all portions of the Trail beginning at the parcel containing 7083 West Farm Road 182, directly north of the center line of Farm Road 99, and extending east to the west side of the driveway at 6556 West Farm Road 182, approximately 290 feet west of the center line of ZZ Highway, as shown on **Exhibit A**, attached hereto and incorporated herein as though fully set forth at length.
3. The rights and obligations outlined in this Agreement shall remain in full force and effect in perpetuity, unless and until this Agreement is terminated in accord with the provisions herein.
4. The City will be solely responsible for maintaining and addressing the maintenance and upkeep needs of the Trail, including but not necessarily limited to, routine upkeep, repairs, resurfacing (both concrete and asphalt, and including curb and gutter), vegetation management, mowing, landscaping, trash and other debris removal, drainage improvements, signage installation and maintenance, pavement markings, removal of obstructions or hazards, and any other measures reasonably necessary to ensure the Trail remains safe, accessible, and in good condition for public use. The City

shall have the right to make decisions, relating in any way to the obligations outlined in this paragraph, including but not necessarily limited to decisions on appropriate course of action(s) to address upkeep, repairs and other maintenance to the Trail, best means of achieving said course(s) of action, and any other similar or related aspects. In the event that a proposed maintenance or upkeep decision may materially impact the County's use or maintenance of its own right-of-way, including, but not limited to, causing changes in elevation of a trail segment impacting drainage conditions, or installation of new signs or pavement markers, the City agrees to consult with the County before making said changes and said changes shall be subject to County approval.

5. The City will be solely responsible for the expense(s) incurred or otherwise associated with the exercise of its obligations set forth in this Agreement.

6. The City shall have the sole right to receive and manage requests for access to the Trail, and to make all decisions relating to such requests.

7. This Agreement shall remain in effect in perpetuity unless terminated in accordance with the following provisions:

- a. Termination for Material Breach: Greene County may terminate this Agreement in the event of a material breach by the City of its obligations hereunder. Prior to such termination, Greene County shall provide the City with written notice specifying the nature of the alleged breach. The City shall then have a period of no less than twenty (20) calendar days from receipt of such notice to either (a) cure the breach or (b) respond in writing with the City's position as to why no breach has occurred and why no cure is required. If the City fails to timely provide a response disputing the alleged breach and specifying the reason(s) therefor, or otherwise fails to cure the breach (if no objection is timely made), Greene County may terminate this Agreement upon written notice to the City, such termination to be effective immediately upon receipt of such notice.
- b. Termination by Mutual Agreement: This Agreement may be terminated at any time without cause upon the mutual, written agreement of the Parties.
- c. Effect of Termination: In the event of termination, the Parties shall coordinate in good faith to ensure an orderly transition of responsibilities and to mitigate any adverse impacts on the public's access to and use of the Trail.

8. The Parties expressly acknowledge that the obligations of the City under this Agreement are contingent upon the availability of funds appropriated and authorized for such purposes by the City Council. In the event sufficient funds are not appropriated or otherwise made available at any time to fully satisfy the City's obligations under this Agreement, the City shall promptly notify Greene County in writing of the same. The Parties shall then confer in good faith to determine whether alternative funding sources or modifications to the Agreement may allow for continued performance. If no such

solution is reached, the City may terminate this Agreement without penalty or further obligation, provided that all obligations incurred prior to the date of termination shall remain the responsibility of the City.

9. The Parties acknowledge that this Agreement is not intended to be permanent, but rather a temporary solution to coordinate shared responsibility related to the maintenance and use of the Trail and the County's right-of-way. As such, the City agrees to take steps to annex the portion of the roadway described "Exhibit A" within 10 years from the Effective Date of this Agreement.

10. To the extent permitted by law, the City shall defend and indemnify the County, including its Commissioners, officials, employees, and assigns, from and against claims, damages, losses or judgments arising from the City's negligent acts or omissions, or its failure to perform its express maintenance obligations under this Agreement. This provision shall not apply to any claims arising out of the County's own negligence or breach of this Agreement; in such event the City would have no indemnification obligation to the County under this paragraph.

11. The Parties to this Agreement are each separate and independent political subdivisions of the State of Missouri, and as such, each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Parties.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, all of which are incorporated by reference herein, and shall not be construed to authorize any matter that would violate applicable law.

13. This Agreement shall not be construed to create any employment or agent relationship of any kind, nor shall it be construed as an agreement for the benefit of any third party, and no individual shall be entitled by virtue of this Agreement to any wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

14. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

15. The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto consent to conduct transactions by electronic means to the extent practicable and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement

and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. Regardless of the method of delivery of executed documents, the County and the City can only execute such to the extent authorized by law, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity purporting to act on behalf of the County or the City, execution of the Agreement and any addendum can only be done as authorized by each Party's respective governing body, either directly or through their duly authorized agent of record.

16. This Agreement shall be effective between the Parties hereto upon the signing of the last signature affixed to this document.

17. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

18. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

19. Nothing in this Agreement shall be construed to create any liability on behalf of the County or the City for any direct, special, indirect, liquidated, consequential damages, or attorney fees.

20. A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

21. In the event of a dispute over this Agreement or any matter authorized by, related to, or arising out of this Agreement, venue shall exclusively be in Greene County, Missouri. The Parties agree to waive trial by jury.

22. The Parties each agree to pass such ordinances, resolutions, orders, or other directives as may be reasonably necessary to implement the terms and conditions of this Agreement.

[Signatures follow on the next page(s) – Pages 5 of 6 through 6 of 6]

GREENE COUNTY, MISSOURI

DATED: _____

Bob Dixon, Presiding Commissioner

DATED: _____

Rusty MacLachlan, Commissioner 1st District

DATED: _____

John Russell, Commissioner 2nd District

GREENE COUNTY CLERK:

Shane Schoeller
Greene County Clerk

Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:

Greene County Counselor

REPUBLIC, MISSOURI

Eric Franklin, Mayor

ATTEST: I, Laura Burbridge, am the duly appointed Clerk for the City of Republic, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2025, that City Council ordained, approved, and authorized the adoption of this Agreement and for Mayor Matt Russell to execute the same.

Laura Burbridge, City Clerk

Approved as to form:

Megan McCullough, City Attorney
City of Republic, Missouri