

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT -  
COST SHARING FOR SERVICES PROVIDED BY AARC CONSULTANTS, LLC**

**THIS INTERGOVERNMENTAL COOPERATIVE Agreement** (“Agreement”) is to facilitate cooperative action by and between the City of Republic, Missouri, a municipal corporation and home rule Charter City located in Greene County, Missouri (“Republic” and/or “City”), and the Green County Reorganized School District No. 3, also known as the Republic R-III School District (the “District”) regarding agreed upon cost apportionments for the services being provided by AARC Consultants, LLC to the City and District in connection with evaluation, development and improvement of the City’s and the District’s emergency preparedness. The City and the District are referred to together herein as “the Parties.”

**WHEREAS**, Section 70.220, RSMo., authorizes intergovernmental agreements between political subdivisions pursuant to which such entities may cooperate with each other regarding the planning, development, construction, acquisition, or operation of public improvements or facilities; and

**WHEREAS**, the Parties are each political subdivisions in the State of Missouri who own and/or operate public facilities located in the City of Republic, Missouri;

**WHEREAS**, the Parties are each responsible for ensuring the safety of patrons and other visitors in or around the public facilities they own and/or operate, which includes, among other things, executing a fast and effective response to public emergencies through proper execution of emergency operations plans and other emergency response protocols; and

**WHEREAS**, the Parties have recognized the opportunity to partner on the development and execution of a comprehensive emergency operations plan (EOP) to be followed in the event of a public safety emergency at any one or more of the public facilities owned and/or operated by either of the Parties, benefiting the overall safety and wellness of the City’s residents, youth, students, and guests, in accordance with § 70.220, RSMo.; and

**WHEREAS**, the Parties have entered into an agreement (“AARC Services Agreement”) with AARC Consultants, LLC (“AARC” and/or “Service Provider”) for the provision of services relating to the Parties’ emergency response operations, specifically including the assessment of the Parties’ emergency preparedness, evaluation of the Parties’ current Emergency Operations Plan(s) (EOPs) or other adopted procedures, assistance with the development of a comprehensive EOP and assistance with training the Parties’ respective personnel who would be called upon to implement the EOP in the event of an emergency (“the Services”); and

**WHEREAS**, the Parties wish to share the costs for the Services provided to the Parties under the AARC Services Agreement; and

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

1. **Ability to Contract.** City represents and warrants that it has the ability to enter into this Agreement and to fulfill all terms contained herein. District represents and warrants that it has the ability to enter into this Agreement and to fulfill all terms contained herein.
2. **Termination of this Agreement.** The Parties have the right to cancel this Agreement at any time for breach of contractual obligations or for convenience by providing written notice.

3. **Allocation of Cost Sharing and Payments to AARC.** The Parties agree to share in the costs and expenses incurred under the AARC Services Agreement in the following percentage allocations:

<b>The City</b>	<b>50% of total incurred</b>
<b>The District</b>	<b>50% of total incurred</b>

The above-identified shares shall apply to all fees, costs and expenses incurred for the AARC Services, as detailed in Sections 5, 6 and 9 of the AARC Services Agreement. The Parties shall each, on its own, be responsible for ensuring timely payment per Section 7.1 of the AARC Services Agreement of its respective 50% share of each invoice provided by AARC by making payment directly to AARC in an accepted form of payment and otherwise in accord with all other terms of the invoice and the AARC Services Agreement. Payments of invoices submitted by AARC shall become due in thirty (30) days pursuant to Section 7.1 of the AARC Services Agreement. In the event either the City or the District fails to make timely payment to AARC under the AARC Services Agreement and AARC imposes a penalty or other fee for such failure, the Party who failed to make payment shall bear the full cost of such penalty or other fee without regard for the division of responsibility set forth herein above.

4. **Tax Consequences.** No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by or between the Parties under this Agreement or in connection with this Agreement.

5. **Duration of Agreement.** This Agreement shall endure for the entire time period during which services are being provided under the AARC Services Agreement and through final payment of any and all amounts due and owing under the AARC Services Agreement. Once final payment is made under the AARC Services Agreement, this Agreement shall terminate as completed.

6. **Parties are Separate Entities.** 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.

7. **Public Entity Immunity.** The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement 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 Agreement or performance thereunder, shall not constitute a waiver of any defense or immunity available to the District or the City.

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

9. **Assignment.** Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

10. **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 Agreement 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 Agreement.

11. **Entire Agreement.** This Agreement 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.

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

13. **Incorporation of Whereas Clauses.** The "WHEREAS" clauses in this Agreement above are incorporated into this paragraph by reference as though fully set forth at length herein and form a material part of this Agreement.

14. **No Employment Relationship.** 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.

15. **No Discrimination.** 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.

16. **Execution.** 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.

17. **No Assignments Without Consent.** This Agreement may not be assigned by any Party without the prior written consent of the other Party.

18. **Public Entity and Officer Immunity and Defenses.** 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. **Limitation of Damages.** Nothing in this Agreement shall be construed to create any liability on behalf of the City or the District for any direct, special, indirect, liquidated, consequential damages, or attorney fees.

20. **Contingent Upon Funds and Approval.** This Agreement is expressly contingent and conditioned upon the following: (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, (2) the allocation of sufficient funds for District to use toward its obligations under this Agreement, (3) the express approval of the City Council for the City of Republic, Missouri, demonstrable by adopted Resolution, and (4) the express approval of the Board of Education for the District. The Parties agree to obtain approval(s) of their respective governing bodies referenced herein for the allocation of estimated funds for the sharing of costs under this Agreement, as well as any other contingencies necessary to fulfill their obligations under this Agreement, prior to or concurrent with execution of this Agreement. The Parties mutually acknowledge and agree that they have no standing or right of action against the other in the event the City or the District is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by the Parties' respective governing bodies.

21. **Notices.** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City:

City of Republic, Missouri  
Attn: City Administrator  
213 North Main Street  
Republic, Missouri 65738

To Developer:

Republic R-III School District  
Attn: Dr. Matt Pearce  
636 North Main Street  
Republic, MO 65738

**[The remainder of this page is intentionally left blank. Signatures follow on Page 5 of 5]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**Republic R-III School District**

**CITY OF REPUBLIC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
David Cameron, City Administrator

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Attest: Laura Burbridge, City Clerk

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Approved as to Form:**

\_\_\_\_\_  
Megan McCullough, City Attorney

\_\_\_\_\_  
(Date)