

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, between the City of Republic, Missouri (“City”) and Greene County, Missouri, acting through its County Commission (“County”) (together, “the Parties”).

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes intergovernmental agreements between municipalities and political subdivisions regarding, among other things, the planning, development, construction, acquisition, or operation of public improvements; and

WHEREAS, the City maintains certain roadways within its municipal boundaries that are in need of maintenance (“the Roads”), which includes, among other things, striping of the surfaces thereon (“the Project”); and

WHEREAS, the City desires to control the cost of the Project by entering into this Agreement for the provision of supplies and labor in connection with the longitudinal striping of the Roads; and

WHEREAS, the County wishes to facilitate the Project by providing the aforementioned supplies and labor subject to the terms and conditions of this Agreement; and

WHEREAS, this Agreement will help to improve public transportation upon the Roads and will contribute to the overall increased safety of the Parties’ residents and guests traveling thereon, in accordance with the provisions of § 70.220, RSMo.

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

1. The County, by and/or through its Highway Department, agrees to perform and complete the longitudinal striping of the following portions of the Roads: (further depicted in **Exhibit A**, attached):

- a. E. Sawyer Road: From Farm Road 97 to Route MM
- b. N. Boston Lane: From MO 174 to City Limits
- c. N. Main Street: From MO 174 to City Limits
- d. W. Hines: City Limits Boundary Line to MO 174
- e. S. Kansas: From MO 174 to Farm Road 188
- f. E. Miller: From Lynn Street to City Limits Boundary Line
- g. W. Farm Road 174: From Oakwood to City Limit Boundary Line

2. The County will provide the paint, labor and equipment to stripe the portions of the Roads identified herein and above, which will consist of edge, center line and/or center turn lane markings.

3. In performing its work on the Project, the County shall only utilize water-born pavement striping paint and Type I Glass Beads, all of which shall be approved by the Missouri Department of Transportation (“MoDOT”) and applied in conformity with all current, applicable MoDOT specifications.

4. Inspection of all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector(s) as to the striping and other related work.

5. The City shall reimburse the County for its actual labor incurred, use cost of the equipment and cost of the paint associated with the Project. Promptly after completion of the Project, the County shall furnish the City with an itemized invoice for the total amount owed consisting of the permitted costs under this Agreement. The City shall remit payment to the County within forty-five (45) days after the City's receipt of the County's invoice.

6. By striping the Roads identified herein, the County shall gain no rights to or interest in any portion of the Roads upon which work was performed, nor shall the County be obligated to provide future striping or other repairs or maintenance upon the Roads. Upon completion of the Project, the City shall maintain the Roads for all purposes as part of its street systems, at its own cost and expense, and at no cost or expense whatsoever to the County.

7. The Parties are each separate and independent municipalities and/or political subdivisions of the State and, as such, the County and the City each retain their own individual identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture, partnership or any other affiliation between the City or the County.

8. To the extent allowed or imposed by law, the City shall defend, and indemnify and hold harmless the County, including County's Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or for damages/harm to a person including personal injury or death, for any matter related to or arising from the County's performance of its obligations under this Agreement; however, this provision does not obligate City to indemnify, hold harmless, or defend the County from the County's own illegal conduct, gross negligence or ordinary negligence.

9. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Parties' respective rights or defenses with regard to the Parties' respective applicable sovereign, governmental or official immunities and protections as required 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.

10. This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the Parties which pertain to the subject matter hereof. This Agreement may only be modified by written instrument executed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. In the event of a dispute over this Agreement or any matter authorized by, related to, or arising out of this Agreement, venue shall be in Greene County, Missouri.

17. 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.

IN WITNESS WHEREOF, Greene County, Missouri, acting through its County Commission, and the City of Republic, Missouri, acting through its City Administrator, have separately and together caused this Intergovernmental Cooperative Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Council, as of the day and year first above written, and hereby further consent to this Agreement becoming binding upon the them, along with their respective representatives, successors and assigns.

IN WITNESS WHEREOF, Greene County, Missouri acting through its County Commission, and the City of Republic, Missouri, acting through its Mayor and as authorized by City Council, have caused this Agreement to be executed by their duly authorized representatives, the day and year set forth below, and hereby further agree that this Agreement shall be binding upon the Parties hereto, their respective successors and assigns.

[The remainder of this page is intentionally left blank. Signatures follow on page 4 of 4]

GREENE COUNTY, MISSOURI

CITY OF REPUBLIC, MISSOURI

By: _____
Bob Dixon
Presiding Commissioner

By: _____
David Cameron, City Administrator

By: _____
Rusty MacLachlan
Commissioner 1st District

ATTEST:

By: _____
John C. Russell
Commissioner 2nd District

By: _____
Laura Burbridge, City Clerk

ATTEST:

APPROVED AS TO FORM:

By: _____
Shane Schoeller, Greene County Clerk

By: _____
Megan E. McCullough, City Attorney

GREENE COUNTY HIGHWAY
ADMINISTRATOR

By: _____
Adam Humphrey

APPROVED AS TO FORM:

By: _____
Austin Fax, Attorney for Greene County