

RESOLUTION NO. 23-2021

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE PURCHASE OF A STAND-BY POWER GENERATOR, USING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING.

WHEREAS, the City of Clinton has received an allocation of funds through the American Rescue Plan Act (ARPA); and

WHEREAS, it is the intent of the City to use ARPA funds for purposes identified as eligible uses; and

WHEREAS, a stand-by generator, to be used for the purpose of ensuring that the citizens of Clinton will retain access to clean, safe water in the event of a power outage at the Henry County Water Company plant, has been deemed an eligible use;

BE IT HEREBY RESOLVED by the City Council of Clinton, Missouri as follows:

1. The attached Agreement by and between the City of Clinton, Henry County and the Henry County Water Company is approved.
2. The Mayor of the City of Clinton is authorized to execute said Agreement on behalf of the City of Clinton, Mo.

Read and passed this 16th day of November, 2021.



Greg Lowe, Mayor

ATTEST



Wendee Seaton, City



**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR PURCHASE OF STAND-BY POWER GENERATOR**

THIS AGREEMENT is made this 16th day of November, 2021 by and between the City of Clinton (City), Henry County (County), and the Henry County Water Company, a nonprofit corporation (Company), by and through their respective governing bodies and agents, for the purpose of providing clean, safe water for residents of the City and County.

WHEREAS, Company operates a water company that provides services for residents of the City and County, and

WHEREAS, City wishes to ensure that its residents have access to clean, safe water, and

WHEREAS, County wishes to ensure that its residents have access to clean, safe water, and

WHEREAS, a stand-by power generator is necessary to provide power to a water system that has lost power, and

WHEREAS, the terms of this agreement will provide mutual public benefits, and

WHEREAS, the parties are authorized to enter into this agreement under the provisions of Section 70.210 et seq. RSMo,

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM. This Agreement shall commence the date written above and will continue in place between the parties for so long as all parties agree, subject to the termination provisions contained herein.

2. PURCHASE, FACILITIES AND EQUIPMENT.

A. By City: City will pay fifty-percent (50%) of the purchase price of the stand-by power generator and any associated accessories, up to a maximum reimbursement to Company of \$175,000.00. Company shall provide proof of expenditure to City and City shall provide reimbursement to Company within thirty (30) days.

B. By County: County will pay fifty-percent (50%) of the purchase price of the stand-by power generator and any associated accessories, up to a maximum

reimbursement to Company of \$175,000.00. Company shall provide proof of expenditure to County and County shall provide reimbursement to Company within thirty (30) days.

C. By Company: Company will contract for the design, specification, purchase, and installation of the stand-by power generator and associated accessories. Bid letting will not proceed until City and County have approved the design and specifications. Company will maintain the stand-by power generator and any associated accessories at Company's facility and be responsible for any maintenance, repair, and insurance costs associated with the same. Company will allow both City and County reasonable access to said facility to inspect said stand-by power generator, provided notice is given to Company as defined by this Agreement.

3. OWNERSHIP. Upon completion of the project, Company will accept ownership and will at all times maintain ownership of the stand-by power generator and any associated accessories.

4. USE. Company shall keep the stand-by power generator, or an adequate replacement of the same, in service to assure confirmation of water supply to City and residents of County in unincorporated areas for a minimum of fifteen (15) years in exchange for City and County's contributions under this Agreement. Should company fail to maintain a unit in service for at least fifteen (15) years, Company shall reimburse City and County any monies provided to Company or on behalf of Company hereunder.

5. NOTICES. Any notice required hereunder will be deemed sufficient and received two days after mailing, first class, postage prepaid, to the other parties at the following addresses:

City: City Administrator
City of Clinton
105 E. Ohio
Clinton, Missouri 64735

County: Henry County Commissioners
Henry County Courthouse
100 W. Franklin St.
Clinton, Missouri 64735

Company: Henry County Water Company
313 S. Washington
Clinton, Missouri 64735

6. RELATIONSHIP OF PARTIES. The parties do not intend to form any partnership by virtue of this Agreement, and expressly disclaim the same. With respect to each party's performance hereunder, they shall be treated as an independent contractor to the other.

7. COMPLIANCE WITH THE AMERICAN RESCUE PLAN ACT. The parties acknowledge that City and County funding for this Contract comes from the American Rescue Plan Act (ARPA), and that Company and all vendors and contractors shall at all times during performance under this agreement, comply with the following, which Company shall assure is included in all contracts:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

8. THIRD PARTY RIGHTS. Nothing herein shall be construed as conferring any benefits in any third parties, and the same is hereby expressly disclaimed.

9. AMENDMENTS. No amendments hereto shall be effective unless the same are in writing and signed by all parties.

10. SUCCESSORS. This Agreement is binding upon the parties hereto and their successors and assigns.

11. INDEMNITY. Each party agrees to indemnify and save harmless the other party, its agents, and employees, from any and all claims, demands, causes of action, damages, judgments, costs, attorneys fees and expenses the indemnified party may sustain, incur or become liable for on account of any loss or destruction of or damage to property, or death of or injuries to any person, caused by the negligence or willful misconduct of the indemnifying party, its officers, agents, contractors and/or employees, provided, however, nothing in this Agreement shall constitute or be construed as a waiver of sovereign immunity, official immunity, good faith immunity, the

public duty doctrine, or any other immunities or defenses available under state or federal law to either party or its directors, officials, administrators, other employees, agents or servants.

12. MISCELLANEOUS.

A. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by all parties; nor will waiver of any defect under this Agreement be deemed a waiver of any subsequent defaults or default of the same type.


B. The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

C. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

D. This Agreement constitutes the entire Agreement between the parties, and no statements, promises, or inducements that are not contained in this Agreement will be binding on the parties.

WITNESS the hands of the duly authorized representatives of the parties:

CITY OF CLINTON



Greg Lowe
Mayor

Attest:


Wendee Seaton
City Clerk



HENRY COUNTY



Jim Stone
County Commission, Presiding Commissioner

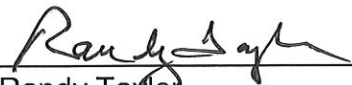
Attest:


Rick Watson
Henry County Clerk

HENRY COUNTY WATER COMPANY



Scott Voelmeck
President

Attest:


Randy Taylor
Secretary