

RESOLUTION NO. 07-2023

A RESOLUTION OF THE CITY OF CLINTON APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI AND HENRY COUNTY, MISSOURI FOR A SEAL COATING AND STRIPING PROJECT.

WHEREAS, the City of Clinton will engage the services of a contractor for a seal coating and striping project; and

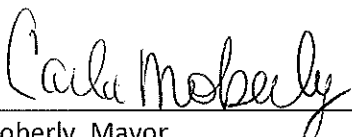
WHEREAS, the Henry County Commission desires to partner with the City on said project by including the Henry County Courthouse parking lot in the project;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement (attached) is approved.

Section 2. The Mayor of Clinton is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 6th day of June, 2023.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made this 8th day of June, 2023 by and between the City of Clinton (City), and Henry County (County) by and through their respective governing bodies and agents, for the purpose of providing mutual services for the benefit of residents of the City and County.

WHEREAS, City is undertaking a pavement maintenance project adjacent to the Henry County Courthouse, and

WHEREAS, County desires to have maintenance done to the Courthouse parking lot and Emergency Operations Center and County may benefit from the mobilization of City's contractor, who has been selected through a competitive bid process, 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 until completion of the mutual services called for herein.
2. **SERVICES.** County will reimburse City for the unit cost of seal coat and restriping of its parking lot at the Courthouse and Emergency Operations Center within 30 days of invoice from the City. City will cause County's parking lot at the Courthouse and Emergency Operations Center to be included in the scope of work for its selected contractor. Upon completion of the work, County will inspect the same promptly and notify the City in writing of any deficiencies in the work which City needs to address with the contractor.
3. **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

4. 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.
5. THIRD PARTY RIGHTS. Nothing herein shall be construed as conferring any benefits in any third parties, and the same is hereby expressly disclaimed.
6. AMENDMENTS. No amendments hereto shall be effective unless the same are in writing and signed by all parties.
7. SUCCESSORS. This Agreement is binding upon the parties hereto and their successors and assigns.
8. 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.
9. 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

Carla Moberly
Carla Moberly
Mayor

Attest:

Wendee Seaton
Wendee Seaton
City Clerk

HENRY COUNTY

Jim Stone
Jim Stone
County Commission, Presiding Commissioner

Attest:

Rick Watson
Rick Watson
Henry County Clerk