

**Resolution 2021-01**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COLFAX TOWNSHIP  
AND CITY OF OSBORN, MISSOURI**

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**The City of Osborn, Missouri, does hereby enter into this Intergovernmental Agreement with Colfax Township.**

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This Agreement made and entered into this 20<sup>th</sup> day of July 2021, by and between the City of Osborn, Missouri, and the Colfax Township.

Whereas the proposed agreement is pursuant to Missouri Statutes providing for the following matters.

Now, therefore, the parties hereto agree as follows:

**Section 1. Rights and Promises**

A. City of Osborn. The City hereby agrees to provide the following:

1. The City will provide assistance to Colfax Township in the form of the City employee using the City equipment for tube replacement, and dirt removal on the township roads.
2. The City will supply fuel for the Townships road grader after working on city streets.
3. The City will provide gravel for the City streets.

B. Colfax Township. The Township hereby agrees to provide the following:

1. The Township will provide assistance to the City of Osborn in the form of the Township employee using the Township Road grader on all City streets to maintain and ditch them as needed.

**Section 2. Term**

The term of this agreement shall be effective from August 1, 2021 through July 31, 2022. Thereafter, so long as the parties agree, the Intergovernmental agreement shall be renewed for additional one-year terms under the same terms and conditions.

### **Section 3. Fee**

There will not be any fees collected or charged by either party.

### **Section 4. Equipment Maintenance**

Each party will be responsible for any repair and maintenance of their own equipment.

### **Section 5. Equipment Use**

Each party will operate their own equipment. The City employee will only use the City equipment. The Township employee will only use the Township equipment.

### **Section 6. Insurance**

Each party will maintain insurance on their equipment and worker.

### **Section 7. Indemnification**

- A. Colfax Township agrees to indemnify and save harmless the City, its City Council, and its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers, employees and volunteers of Colfax Township in connection with this Agreement.
  
- B. To the extent permitted by law, the City agrees to indemnify and save harmless Colfax Township, its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers and employees of Colfax Township in connection with this Agreement.

### **Section 8. Amendments**

It is understood that this Agreement shall not be amended, except by Ordinance of the City Council of the City of Osborn, Missouri.

### **Section 9. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, whether verbal or written, are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

### **Section 10. Governing Law**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

### **Section 11. No Implied Waivers**

The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

### **Section 12. No Personal Liability**

No councilmember, director, officer, employee, or other agent of either party shall be personally liable under, or in connection with, this Agreement.

### **Section 13. Severability**

It is further understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

### **Section 14. Successors and Assigns**

All the terms, provisions, covenants, stipulations, conditions, and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors, and assigns, have executed this Agreement this 20<sup>th</sup> day of July 2021.

**CITY OF OSBORN, MISSOURI**

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Carlana Bradford, Mayor

A T T E S T:

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Jody Barlow, City Clerk

**COLFAX TOWNSHIP**

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Bill Saunders, Trustee

A T T E S T:

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Sheryl Gall, Clerk