

**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 was made and entered into this 12<sup>th</sup> day of July 2023, 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 assist 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 Township 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 assist 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, 2023, through July 31, 2024. 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 equipment.

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

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

### **Section 6. Work Order**

Work orders will be utilized by the City Clerk to provide accurate records of work requested and performed by each entity. A copy of each work order will be given to the Trustee of the township. If the township needs assistance a Trustee or township operator will contact the City Clerk and if the City needs assistance the City Clerk will contact the Township Trustee.

### **Section 7. Insurance**

Each party will maintain insurance on their equipment and worker.

### **Section 8. 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 loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any 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 loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any 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 9. Amendments**

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

## **Section 10. 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 11. Governing Law**

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

## **Section 12. 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 13. No Personal Liability**

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

## **Section 14. 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 15. 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 12<sup>th</sup> day of July 2023.

**CITY OF OSBORN, MISSOURI**

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Carlena 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