

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH GREENE COUNTY FOR ROAD STRIPING SERVICES

WHEREAS, the City of Republic, Missouri, (herein called the "City") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, Section 70.220 RSMo., authorizes governments to cooperate with one another in various matters; and

WHEREAS, Greene County has presented an Intergovernmental Cooperative Agreement setting forth the terms and conditions for providing street striping; and

WHEREAS, upon execution of this Intergovernmental Cooperative Agreement, it will be forwarded to the Greene County Commission for their approval; and

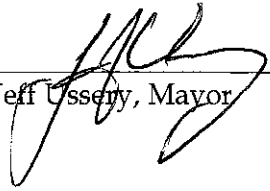
WHEREAS, the City Council finds that this Intergovernmental Cooperative Agreement is in the best interest of the City as it will not only benefit the community through the improvement in the network of roads in the City but will also improve public safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1. That Mayor Jeff Ussery is hereby authorized to execute on behalf of the City of Republic, Missouri, an Intergovernmental Cooperative Agreement with Greene County, said Agreement to be substantially in the form and content as that document attached hereto and incorporated herein.

Section 2. That this Ordinance shall be in full force and effect from and after the date of passage.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 4th day of August 2018.



Jeff Ussery, Mayor

Attest:



Brenda L. Jackson, City Clerk

Approved as to Form:  _____, City Attorney

Final Passage and Vote: The vote was 8 Aye - Franklin, Duran, Russell, Deichman, Brashers, Jones, Wilson and Self. 0 Nay. Motion carried.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, between the City of Republic (hereinafter referred to as "City") and Greene County, Missouri (hereinafter referred to as "County").

WHEREAS, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, the City maintains certain streets within its municipal boundaries and is desirous of controlling the cost of striping of paved surfaces by coordinating with the County's striping equipment; and

WHEREAS, County is agreeable to provide the City certain paint, labor and equipment to stripe certain farm roads which are located within the municipal boundaries of the City upon the terms and conditions of this Agreement which will serve to improve the network of roads throughout the County and public safety.

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

1. Greene County, by and through its Highway Department, agrees to perform and complete the longitudinal striping of those portions of the following roads (Identified in Exhibit A) which are located within the municipal boundaries of the City on or before November 31, 2018;
 - a. Elm Street: From Main Street to the east City Limits
 - b. Main Street: From Hwy 174 to US 60
 - c. Miller Road: From Route P to Lynn Street
 - d. Hines Street: From Hwy 174 to the west City Limits

2. Greene County, by and through its Highway Department, will provide the paint, labor and equipment to stripe the aforesaid mentioned portions of said roads, which will consist of edge, center line and center turn lane markings.
3. Striping materials utilized by County will consist of MoDOT approved water-borne pavement striping paint and MoDOT approved Type I Glass Beads which shall be applied in conformity with 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 as to striping.
5. The City shall reimburse the County for the actual labor and paint costs associated with the striping of said roadways. Promptly after completion of the striping, the County shall furnish the City an itemized bill for the actual labor, equipment and material costs incurred by the County in connection with the striping of the designated portions of said roadways. 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 certain roads located within the boundaries of the City, the County shall gain no interest in any constructed roadway or improvements or be obligated to paint or keep them in repair. Upon completion of the painting of said

roadways, the City shall maintain the roadways for all purposes as part of its street system, at its own cost and expense, and at no cost or expense whatsoever to the County.

7. The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the State and, as such, the County and the City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the City or the County.

8. To the extent allowed or imposed by law, 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 to a person including personal injury or death, for any matter related to or arising out of the County's performance of its obligations under this Agreement. This provision does not, however, require City to indemnify, hold harmless, or defend the County from the County's own negligence.

9. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by Federal and State Constitutions, statutes, and laws.

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 hereto. 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.

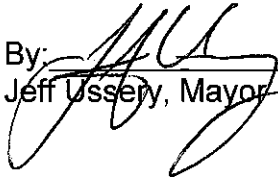
11. The City agrees to pass such orders, ordinances, or motions as may be necessary to implement the terms and conditions of this Intergovernmental Cooperative Agreement.

IN WITNESS WHEREOF, Greene County, Missouri, acting through its County Commission, and the City of Republic, Missouri, acting through its Mayor and City Administrator have 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 agree that this Agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

GREENE COUNTY, MISSOURI

CITY OF REPUBLIC, MISSOURI

By: _____
Bob Cirtin
Presiding Commissioner

By:  _____
Jeff Ussery, Mayor

By: _____
Harold Bengsch
Commissioner 1st District

ATTEST:

By: _____
Lincoln P. Hough
Commissioner 2nd District

By: _____
Brenda Jackson, City Clerk

ATTEST:

APPROVED AS TO FORM:

By: _____
Shane Schoeller, Greene County Clerk

By: _____
Scott Ison, City Attorney

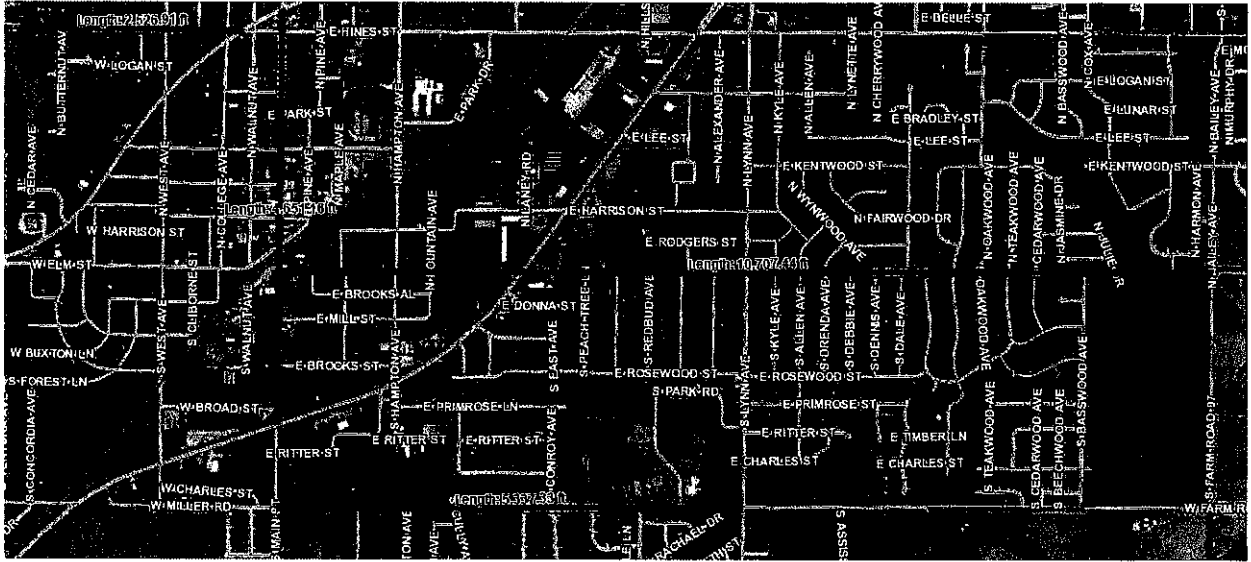
**GREENE COUNTY HIGHWAY
ADMINISTRATOR**

By: _____
Rick Artman

APPROVED AS TO FORM:

By: _____
John W. Housley, Greene County
Counselor

EXHIBIT A:



Greene County

Crew Activity Detail

35,065 07/09/2018 Crew Striping Crew

Location	Task	PC01 / Pavement Marking - Paint
WFR182	W Farm Road 182	
	Project	
	Fund	

Striping for City of Republic Main Street- 0.9 miles, Elm Street- 2 miles, Miller Road-1 mile, and W. Hines Street- 0.5 miles= 4.4 miles.
 Estimated 4 hours

Employees

Code	Employee	Lead	Hours	Rate	OT Hrs	OT Rate	Total
91870	Brown, Joel		4.00	\$20.74			\$82.96
93817	Cloyd, Nicholas		4.00	\$11.00			\$44.00
92669	Hodge, Troy		4.00	\$15.43			\$61.72
92153	Jacobs, Micah	Lead	4.00	\$17.19			\$68.76
92956	Keith, Justin		4.00	\$14.98			\$59.92
93800	McCombs, Gerald		4.00	\$12.50			\$50.00
93810	Washam, Logan		4.00	\$11.00			\$44.00
7	Employees		28.00				\$411.36

Equipment

Unit Number	Equipment/Vehicle	Hr/Mi	Rate	Total
116	2013 Ford F150 4X4 Super Crew 116	4.00	\$19.45	\$77.80
126	2007 Chevrolet Silverado 1500 4X4 126	4.00	\$19.45	\$77.80
136	2008 Ford F250 4X4 136	4.00	\$19.45	\$77.80
306	2017 Peterbilt/EZ-Liner 320/AL500 306	4.00	\$79.50	\$318.00
316	2007 International 4400 SBA 4X2 316	4.00	\$120.00	\$480.00
5	Equipment/Vehicles			\$1,031.40

Materials

Part Number	Part Description	Qty	Unit Cost	Total
GB-SS	Glass Beads	1,140.80	\$0.30	\$337.68
SP-W	Striping Paint - White	115.60	\$8.23	\$951.39
SP-Y	Striping Paint - Yellow	27.00	\$8.83	\$238.41
3	Material Items			\$1,527.47

Total Crew Activity Cost **\$2,970.23**