

COOPERATIVE AGREEMENT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the City of Warrensburg (City) and the Johnson County Economic Development Corporation (JCEDC), by and through their respective governing bodies, for the purpose of providing shared services for JCEDC.

WHEREAS, City has contracted services for legislative tracking and information and funding opportunities and JCEDC wishes to benefit from these services from time to time, 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 both parties agree, subject to the termination provisions contained herein.

2. SERVICES.

A. By City: City will engage a qualified consultant to provide legislative tracking and information as well as monitoring for potential funding opportunities which could benefit JCEDC.

B. By JCEDC: JCEDC will pay its pro-rata share for such services as incurred.

3. TERMINATION. Either party may terminate this Agreement upon sixty days notice in writing to the other party.

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

City: City Manager
102A. South Holden
Warrensburg, Missouri 64093

JCEDC: JCEDC
Executive Director
300 N. Holden St., Suite 301
Warrensburg, Missouri 64093

5. 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.

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

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

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

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 both City and University; 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:

JCEDC

Attest:

by _____
its _____

CITY OF WARRENSBURG

Attest:

Danielle Dulin
City Manager

CITY CLERK