

Memorandum of Understanding

This Agreement entered into this 7th day of January, 2021, by and between Newton County, Missouri (hereinafter "County") and the City of Joplin, Missouri (hereinafter "City"), and in exchange for the mutual consideration and promises contained herein agree as follows:

I. Purpose. The purpose of this Agreement is to set forth and establish the duties and responsibilities of the parties as concerns the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Area Lift Station Elimination project, both of which extend outside of the existing corporate limits of City.

II. Recitals. The parties acknowledge and agree that the following facts exist with regard to the purpose of this Agreement and the parties hereto:

1. That Newton County is a political subdivision in the form of a county of the second class existing under Missouri law;

2. That the City of Joplin is a political subdivision in the form of a constitutional charter / home rule city existing under Missouri law;

3. That RSMo. § 70.220 authorizes political subdivisions of this state to contract and cooperate with other political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement so long as such public improvements are within the scope of the powers of such political subdivision;

4. That the acquisition of easements and right-of-way for the construction of sanitary sewer improvements are within the scope of the powers granted to County and City;

5. That RSMo. § 250.190 allows all cities within the State of Missouri operating a sewerage system or a combined waterworks and sewerage system under this chapter to supply water services or sewerage services or both such services to premises situated outside its corporate boundaries and for that purpose to extend and improve its sewerage system or its combined waterworks and sewerage system.

6. That the proposed wastewater conveyance improvement would benefit the citizens of both County and City.

III. Responsibilities of City. The City shall have the following duties and responsibilities with respect to the project:

1. To incur all costs of improvements, including but not limited to the cost of easement and right-of-way acquisition, engineering, wastewater conveyance construction, and wastewater conveyance maintenance, except to the extent that the County or any other public entity should decide to participate in the maintenance cost or by law is required to contribute toward the maintenance cost.

2. To communicate with the County on key issues throughout the project and discuss any possible condemnation prior to taking action.

3. To reimburse County for any sums which it expends on the project except for those voluntary payments, if any, which County chooses to make.

4. To hire and employ all engineers or other professionals necessary to complete the proposed project.

5. To coordinate with any person, developer, or entity who proposes to build any structure or development within the designated project limits.

IV. Responsibilities of County. The County shall have the following duties and responsibilities with respect to the project:

1. To inform City of any proposed development which is submitted to County which is to be located within the designated project limits as soon as possible after such development plans have been submitted.

2. To proceed with condemnation in the name of Newton County as requested by City in order to acquire any easement and right-of-way within the designated project corridor which City is not otherwise able to acquire. The County shall appoint the City of Joplin City Attorney as Special County Attorney for the purpose of pursuing any condemnation action in the name of Newton County. The parties acknowledge that City shall pay all costs of any such condemnation, to include but not be limited to attorney's fees, court costs, condemnation awards, engineering services, appraisal fees, and witness fees. The parties further acknowledge that since City shall bear all costs of such condemnation that approval from the City shall be required to approve all expenditures for such condemnation. Parties further acknowledge that all property and easements acquired in the name of Newton County will after acquisition be deeded by County to City without any further costs to the City other than recording fees or deed preparation fees. Said transfer of all acquired property and easements shall be completed within 60 calendar days after acquisition.

3. To contribute such amounts of in-kind labor and/or revenues to the project as the County Commission may from time to time deem possible given all other factors affecting County finances. Anything contained within the foregoing notwithstanding, County shall be under no obligation to make any contribution to the project, either monetarily or otherwise, but shall retain the right to do so if the then sitting Commission deems such to be reasonable, necessary and possible.

4. To cooperate in any other respect as the County Commission deems appropriate so long as such action is permissible under Missouri law.

V. Miscellaneous

1. This Agreement shall be in full force and effect from and after its execution by both parties. Prior to execution of this Agreement, both parties shall obtain proper authorization by way of ordinance or order and a copy of each authorizing document shall be attached to this Agreement.

2. This Agreement shall remain in place and shall be in full effect from and after its execution until the proposed project is completed or abandoned. This Agreement may, however, be terminated by the mutual agreement of the parties.

3. This Agreement shall not be altered, amended, modified or changed except in writing duly executed by the governing bodies of each party after proper authorization has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE COUNTY OF NEWTON

BY: Bill Reiboldt
By: Bill Reiboldt
Presiding Commissioner
Newton County Commission

Date: 1-7-2021

FOR THE CITY OF JOPLIN

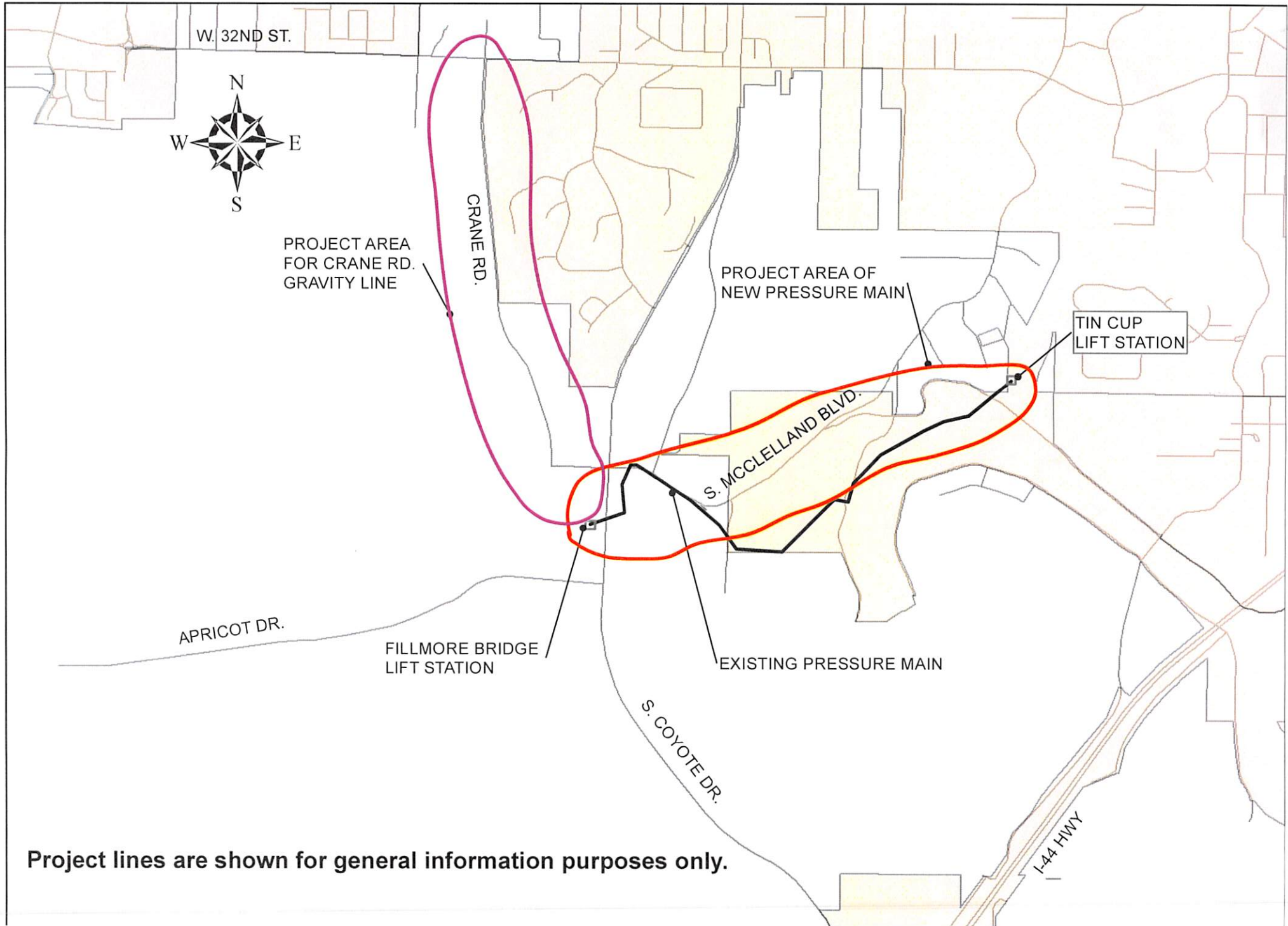
BY: _____
By: Nicholas Edwards
City Manager
City of Joplin

ATTEST: _____
Barbara Gollhofer
City Clerk

APPROVED AS TO FORM:

Peter C. Edwards
City Attorney

Memorandum of Understanding Exhibit Map



Project lines are shown for general information purposes only.