

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on the date of the last signatory noted below (“Effective Date”) by and between HALLSVILLE R-IV SCHOOL DISTRICT (“District”) and the CITY OF HALLSVILLE, MISSOURI (“City”).

RECITALS

WHEREAS, District and City desire to cooperate with each other on the construction, installation, and maintenance of two crosswalks on North Street/Ricketts Road (the “Crosswalks”); and

WHEREAS, the parties are authorized pursuant to the provisions of, RSMo 71.290 and RSMo §70.220 to enter this MOU; and

WHEREAS, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the maintenance of the two crosswalks.

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

1. PURPOSE: The purpose of this MOU is to formalize the understanding between the parties regarding construction, installation, and maintenance of the Crosswalks to be approximately located where shown on attached map (the “Map”). The Map is incorporated herein as Exhibit A.
2. CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE CROSSWALKS: City shall be responsible for designing, engineering, constructing, installing, and maintaining the Crosswalks in an acceptable condition, in the City’s sole and absolute discretion. Notwithstanding the foregoing, but subject to the terms and conditions of this MOU, District shall reimburse 60% of all design, engineering, construction, installation, and maintenance costs, which shall be paid by District to City within 30 days of invoicing by City and City’s delivery of all items required by this MOU. Prior to commencing any work related to the Crosswalks, City shall submit the proposed budget and plans and specifications to the District’s approval, which shall not be unreasonably withheld. Upon District’s approval, City shall perform the work in a good workmanlike and lien free manner in accordance with the approved plans and specifications. Once the budget has been approved, there shall be no increase in any amount or costs to be paid by the District without the District’s prior written approval. District shall not be required to make any payment unless and until the Crosswalks work has been completed (as evidenced by certificate of completion from the parties performing the design and construction work) and paid for in full by City (as evidenced by receipts and lien waivers.) City and District will coordinate with each other on a regular basis to determine the specific work and maintenance tasks. These maintenance obligations may include but are not limited to filling potholes, repairing, or replacing signage, and clearing brush.

3. CONSTRUCTION STANDARDS/SPECIFICATIONS: City will decide the construction standards and specifications for work performed, all of which shall be consistent with the standard of care and legal requirements for such work.
4. ASSIGNMENT: Neither party may assign or transfer any of its rights or obligations under this MOU to any other person or entity without the prior, written consent of the other party.
5. SOLE BENEFIT OF PARTIES: This MOU is for the sole benefit of City and District. Nothing in this MOU is intended to confer any rights or remedies on any third party.
6. TERMINATION: The City or the District may terminate this MOU upon three hundred sixty (360) days written notice directed to the other party. Any notice of termination provided for must contemplate a final termination date of December 31st of the following year.
7. NONAPPROPRIATION: The obligations of either party contemplated herein are conditioned upon there being a sufficient, unencumbered appropriation balance budgeted for that purpose.
8. BINDING ON SUCCESSORS: The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
9. AUTHORITY: The individuals signing this MOU below certify that they have obtained the appropriate authority to execute this MOU on behalf of the respective parties.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this MOU effective as of the date of the last party and execute the same.

HALLSVILLE R-IV SCHOOL DISTRICT

President, Board of Education

Secretary, Board of Education

Date

Date

CITY OF HALLSVILLE, MISSOURI

Attest:

Mayor

City Administrator

Date

Date

Parcel Information Viewer Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot