

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into on the date of the last signatory noted below (“Effective Date”) by and between the City of Columbia, Missouri, a municipal corporation (“Columbia”), and City of Jefferson, Missouri, a municipal corporation (“Jefferson City”). Columbia and Jefferson City are each individually referred to herein as a “City” and collectively as the “Cities.”

RECITALS

WHEREAS, Columbia and Jefferson City are neighboring cities located in central Missouri; and

WHEREAS, Columbia and Jefferson City have each adopted the International Code Council family of codes and National Electric Codes (“Codes”); and

WHEREAS, Columbia and Jefferson City have each enacted their own amendments to the Codes; and

WHEREAS, Columbia and Jefferson City each review their building and site development plans for compliance to Codes as amended; and

WHEREAS, Columbia and Jefferson City understand that in cases of emergency either City might need assistance from the other City; and

WHEREAS, Jefferson City currently needs Columbia’s assistance in reviewing submitted Jefferson City building and site development plans for compliance with Codes; and

WHEREAS, the Cities wish to establish a joint aid agreement that will govern the review of current and future building and site development plan submissions.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Cities agree as follows:

1. *Purpose.* The purpose of this Agreement is to set forth the process for seeking assistance from the other City with building and site development plan review, to specify how reviews shall occur, and determine how costs will be collected and allocated. The Cities understand that this Agreement may be subject to future revisions with the written consent of both Cities.

2. *Notice of need.* The Columbia Building and Site Development Manager, or the Jefferson City Director of Planning and Protective Services (either, a “Building Official”) may at any time notify the Building Official at the other City in writing that their City needs building and site development plan review assistance. The Building Official who is being notified of the need for assistance reserves exclusive right to deny assistance for any reason, but shall endeavor to inform the requesting Building Official such denial within two business days of the request.

3. *Plans reviewed to codes but not to requesting City’s local amendments.* If a City agrees to assist, they shall review any building and site development plans in accordance with the Codes in effect in the request-generating City at the time of such review, however, the reviewing City will not be responsible for reviewing to the requesting City’s local amendments to the Codes. When Columbia reviews Jefferson City plans it shall review for compliance with the Codes but not to specific amendments to the Codes adopted by Jefferson City. When Jefferson City reviews Columbia plans it shall review for compliance with the Codes but not to specific amendments to the Codes adopted by Columbia.

4. *Fees.* When reviewing the building and site development plans of the requesting City, the reviewing City will be permitted to charge fees equal to amounts they would charge to review plans in their own City. Fees for Columbia’s review of Jefferson City building and site development plans shall follow the Columbia permit fees set forth in Chapter 6 109.2 of the Columbia City Code. Fees for Jefferson City’s review of Columbia building and site development plans shall follow the Jefferson City permit fee schedule set forth in Appendix Y of the Jefferson City Code.

5. *Payment of fees.* The requesting City shall be responsible for collecting permit fees on behalf of the reviewing City at the amounts set forth herein, and remitting those fees to the reviewing City within 30 calendar days of collection.

6. *Subject to appropriation.* Any obligations of the Cities will be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available for such purposes. In the event funds are not appropriated, any resulting agreements will be null and void without penalty to Columbia or Jefferson City.

7. *Control over employees.* Cities shall be responsible for and supervise their own staff, and may assign building and site development plan reviews based on their own internal processes.

8. *Term.* The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one City provides written notice to the other City at least thirty (30) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement, or if either City otherwise terminates this Agreement as stated herein.

9. *Termination for convenience.* Either City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon receipt of written notice.

10. *Hold harmless agreement.* To the fullest extent not prohibited by law, each City shall indemnify and hold harmless the reviewing City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of the City, of anyone directly or indirectly employed by City or by any subcontractor, or anyone for whose acts City or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require City to indemnify, hold harmless, or defend City from its own negligence.

11. *No waiver of immunities.* In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either City's rights or defenses with regard to each City's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

12. *Amendment.* No amendment, addition to, or modification of any provision hereof shall be binding upon the Cities, and neither City shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable City or Cities.

13. *Entire agreement.* This Agreement represents the entire and integrated agreement between the Cities relative to the agreed to services herein. All previous or

contemporaneous contracts, representations, promises and conditions relating to the agreed to services herein are superseded.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year written below to this Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CITY OF JEFFERSON, MISSOURI

By: _____
Mayor Carrie Tergin

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan Moehlman, City Counselor