



Issue: INTERGOVERNMENTAL AGREEMENT FOR PUBLIC ROAD IMPROVEMENTS

Date: January 24, 2021

Submitted By: Travis Cossey

Background

The Ozarks Transportation Organization (OTO) has recently added a new position to their organization. At the request of the Board of Directors, OTO has hired a Project Manager. This position was created to aid OTO members with managing the State and Federal Local Public Agency (LPA) program. The LPA program provides the requirements that Nixa must comply with in order to obtain our federal transportation dollars to utilize towards the construction of road improvements. The attached IGA is necessary to allow Nixa to utilize the OTO to assist in the project management of the N. Main Street CIP. This project is identified as a 2022 Capital project (ST2022-03) in the amount of \$2,450,000.00. Nixa will be funding 80% of the project with Federal STP funds.

Analysis

OTO will be assisting Nixa with the preparation of paperwork necessary to comply with the State and Federal LPA process. They will also serve as a liaison with MoDOT staff, helping keep the project on track and moving forward. Having OTO's assistance will aid Nixa staff by lessening the amount of time needed to comply with the LPA process while also ensuring that we successfully complete all the steps necessary to receive our 80% federal reimbursement in a timely manner. As outlined in the IGA, this service will be provided at NO COST to the city.

Recommendation

Staff recommends approval of the resolution.

RESOLUTION NO. 2022-016

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE OZARKS**
3 **TRANSPORTATION ORGANIZATION TO PROVIDE PROJECT AND**
4 **CONSTRUCTION MANAGEMENT SERVICES FOR THE MAIN STREET**
5 **IMPROVEMENT PROJECT.**
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7

8 **WHEREAS** Resolution 2021-121 adopted the City’s 2022-2026 Capital
9 Improvement Program (“CIP”); and
10

11 **WHEREAS** the CIP contains a project referenced as the North Main Street
12 Improvement Project – ST2022-03 (“Project”); and
13

14 **WHEREAS** the Project is estimated to cost \$2,450,000 and the City anticipates
15 utilizing federal transportation funding for approximately 80% of the Project costs; and
16

17 **WHEREAS** the Ozarks Transportation Organization (“OTO”) has engaged in a
18 program in which the OTO will assist with managing the State and Federal Local Public
19 Agency Program (“LPA”); and
20

21 **WHEREAS** the LPA contains requirements that the City must comply with to obtain
22 federal transportation funding; and
23

24 **WHEREAS** the City desires to utilize OTO’s assistance program to assist with the
25 City’s compliance with the LPA requirements.
26

27 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
28 **NIXA, AS FOLLOWS, THAT:**
29

30 **SECTION 1:** The City Administrator, or designee, is hereby authorized to enter
31 into the “Intergovernmental Agreement For Nixa Main Street Project Management”
32 (“Contract”) attached hereto, and incorporated herein by this reference, as “Resolution
33 Exhibit A,” with the Ozarks Transportation Organization. Said Contract shall be in
34 substantially similar form as the document attached hereto as “Resolution Exhibit A.” The
35 City Administrator and the officers of the City are hereby authorized to do all things
36 necessary or convenient to carry out the terms and intent of this Resolution.
37

38 **SECTION 2:** This Resolution shall be in full force and effect from and after its final
39 passage by the City Council and after its approval by the Mayor, subject to the provisions
40 of section 3.11(g) of the City Charter.
41

42
43 **[Remainder of page intentionally left blank. Signatures follow on next page.]**
44
45
46

RESOLUTION NO. 2022-016

47 **ADOPTED BY THE CITY COUNCIL THIS 24th DAY OF JANUARY 2022.**

48

49

50 ATTEST:

51

52

53 _____
CITY CLERK

PRESIDING OFFICER

54

55

56 **APPROVED BY THE MAYOR.**

57

58

59 ATTEST:

60

61

62 _____
CITY CLERK

MAYOR

63

64

65 APPROVED AS TO FORM:

66

67

68 _____
CITY ATTORNEY

DATE OF APPROVAL

RESOLUTION EXHIBIT A

City of Nixa 715 W. Mt. Vernon St. Nixa, MO 65714 Attn: Jimmy Liles, City Administrator	Ozarks Transportation Organization 2208 W Chesterfield Blvd., Suite 101 Springfield, MO 65807 Attn: Sara Fields, Executive Director.
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**INTERGOVERNMENTAL AGREEMENT FOR
NIXA MAIN STREET PROJECT MANAGEMENT**

This Agreement is made and entered into upon its execution by both parties as set forth below.

WITNESSETH:

WHEREAS the City of Nixa Public Works Department is planning improvements to the City of Nixa's Main Street, from Tracker Road to State Hwy CC, ("Project") utilizing federal funds; and

WHEREAS the Ozarks Transportation Organization ("OTO") has proposed a partnership with the City of Nixa ("City") to provide project management for the Project; and

WHEREAS the OTO desires to provide these services for no fee to the City.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the OTO as follows:

1. OTO Responsibilities.

- a. Project Management. OTO shall, at its sole cost and expense, act as the project manager. OTO's project management assistance includes the following:
 - i. Prepare and manage, at the direction of the City, the initial programming data form completions and submittal; and
 - ii. In cooperation with the City, develop the Request for Qualifications (RFQ) for the project; and
 - iii. Assist the City in preparing the scope and drafting of the MoDOT Local Public Agency Contract for Engineering Services; and
 - iv. Oversee the engineering services provided by the selected consultant up to the advertisement for construction bids, and report to the City on the status of such services; and
 - v. Cooperate with the City to advertise the project for construction bids.
- b. Construction Management. OTO's construction management assistance shall include the following:

- c. In consultation with the City, oversee the construction engineering portion or the Engineering Services Contract (ESC); and
- d. Oversee the contractor invoicing process to make recommendations to the City for payment of the contractor of these invoices.

2. City Responsibilities.

- a. Construction Cost and Engineering Cost. The City shall, be responsible for all construction and engineering cost associated with the Project. It is explicitly understood by both parties that the services provided in this Intergovernmental Cooperative Agreement are only for project management services provided by OTO personnel.
- b. Construction Right-of-Way (ROW) & Utilities.
 - i. The City will be responsible for all ROW acquisition. The ROW must be cleared prior to the Plans, Specs and Estimates (PS&E) submittal.
 - ii. The City will be responsible for all utilities coordination and relocation activities.

3. **Term.** OTO shall commence project management as soon as practicable after the execution of this agreement, unless otherwise directed in writing by the City.

The project management services provided by OTO will be considered complete upon completion of construction, final inspection and acceptance of construction by the City, the City's approval of the final contractor invoice, and upon the City's satisfaction with all deliverables indicated in the ESC.

4. **Liability and Indemnity.** In no event shall the OTO be liable to the City for special, indirect, or consequential damages, except those caused by the OTO's, or its agent's or official's gross negligence or willful or wanton misconduct.
5. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of City shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. OTO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. OTO further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by OTO.
6. **Termination for Convenience.** The OTO or the City, by written notice, may terminate this contract, in whole or in part, when it is in the City's or OTO's interest. If this contract is terminated, the OTO shall be liable only for service deliverables of this contract rendered

before the effective date of termination. The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest.

- 7. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the OTO under this Agreement shall be kept confidential and shall not be made available to any individual or organization by the OTO without prior written approval of the City.
- 8. **Compliance with Laws.** OTO agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. OTO affirmatively states that payment of all local, state, and federal taxes and assessments owed by the OTO is current.
- 9. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
- 10. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year provided below.

CITY OF NIXA, MISSOURI

OZARKS TRANSPORTATION ORGANIZATION

By: _____

By: _____

Date: _____

Date: _____

Name: Jimmy Liles
Title: City Administrator

Name: Sara Fields
Title: Executive Director

Approved as to form:

By: _____