



Issue: Cost Share Agreement for Identifying a Regional Broadband Consultant

Date: March 23, 2022

Submitted By: Jimmy Liles, City Administrator

Background

There has been a rise in demand for improved high-speed internet throughout the City of Nixa over the last few years. As the number of people working from home rises, so does the demand for faster internet service. High-Speed internet is also crucial to future economic development opportunities within our community. Therefore, it is imperative that we continually look for opportunities to provide improved high-speed internet. Obviously, we are not alone in this endeavor, as other communities across Southwest Missouri are needing to explore opportunities as well. We have met with members from surrounding communities, including members from City Utilities of Springfield, on how to best tackle this issue. It was agreed that a regional approach to providing high-speed internet would be beneficial for all involved.

Analysis

The first step in looking at how to possibly address the issue of high-speed internet in our communities would be to find a broadband consultant to assist in achieving this goal. City Utilities of Springfield (CU) has agreed to serve as a contractor for the purpose of assisting the communities listed in the attached cost share agreement in finding a qualified broadband feasibility consultant. This approach will allow all the communities to lean on the expertise that CU has in the world of broadband. CU will provide at least three quotes from qualified broadband feasibility consultants to the group for consideration. An agreement is being worked on that would put in place a Regional Broadband initiative (RBI) board made up of a member from each community that will then evaluate and select the consultant. This agreement will be brought before Council at a later date.

Once selected, the consultant would conduct a feasibility study that would help us determine how to best improve access to broadband high-speed internet within the City of Nixa and surrounding communities.

CU has agreed to assist with the process of identifying a regional broadband consultant for a flat fee of \$20,000. This fee would be split among the participating communities based on the number of addresses within the community's borders. The City of Nixa's cost share would be \$2,123.60. Monies budgeted in professional fees can absorb this amount, so a budget amendment is not needed.

Recommendation

Staff would recommend moving forward with the cost share agreement and allowing CU to assist in finding a regional broadband consultant.

RESOLUTION NO. 2022-034

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A COST SHARE AGREEMENT TO IDENTIFY A**
3 **REGIONAL BROADBAND CONSULTANT.**

4 _____
5
6 **WHEREAS** the City desires to enter into a Cost Share Agreement with several
7 surrounding jurisdictions to identify a regional broadband consultant.

8
9 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
10 **NIXA, AS FOLLOWS, THAT:**

11
12 **SECTION 1:** The City Administrator, or designee, is hereby authorized to enter
13 into the Contract attached hereto, and incorporated herein by this reference, as
14 "Resolution Exhibit A." Said Contract shall be in substantially similar form as the
15 document attached hereto as "Resolution Exhibit A." The City Administrator and the
16 officers of the City are hereby authorized to do all things necessary or convenient to carry
17 out the terms and intent of this Resolution.

18
19 **SECTION 2:** This Resolution shall be in full force and effect from and after its final
20 passage by the City Council and after its approval by the Mayor, subject to the provisions
21 of section 3.11(g) of the City Charter.

22
23
24 **ADOPTED BY THE CITY COUNCIL THIS 28th DAY OF MARCH 2022.**

25
26 ATTEST:

27
28 _____
29 CITY CLERK

PRESIDING OFFICER

30
31 **APPROVED BY THE MAYOR.**

32
33 ATTEST:

34
35 _____
36 CITY CLERK

MAYOR

37
38 APPROVED AS TO FORM:

DATE OF APPROVAL

39
40 _____
41 CITY ATTORNEY

COST SHARE AGREEMENT
FOR IDENTIFYING A
REGIONAL BROADBAND CONSULTANT

THIS AGREEMENT (“Agreement”) is made and entered into on April 1, 2022 (the “Effective Date”), regardless of when the contract is actually signed, by and between the parties defined below (collectively referred to as “Partners”) and the City Utilities of Springfield, Missouri, the contractor.

WITNESSETH:

WHEREAS, the Partners have mutual interest in exploring an opportunity to improve their local community’s health, safety, and welfare by combining efforts, funds, and opportunities to improve access to broadband high-speed internet throughout the regions served by the Partners.

WHEREAS, the first step in such exploration is finding a broadband consultant who can assist the Partners in achieving the goal set out above.

WHEREAS, City Utilities of Springfield, Missouri has experience in the selection of such a broadband consultant and is willing to assist the Partners in finding a consultant who can help them achieve the goal set out above.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Parties to the Agreement. The following entities are the Partners as defined in this Agreement (in alphabetical order).
 - 1.1 Christian County Missouri, by and through the Commissions of Christian County Missouri (“Christian County”).
 - 1.2 City of Nixa, Missouri (“Nixa”).
 - 1.3 City of Ozark, Missouri (“Ozark”).
 - 1.4 City of Republic, Missouri (“Republic”).
 - 1.5 City of Strafford, Missouri (“Strafford”).
 - 1.6 City of Willard, Missouri (“Willard”).
 - 1.7 Greene County Missouri, by and through the Commissioners of Greene County, Missouri (“Greene County”).

2. Contractor and Work.
 - 2.1 City Utilities of Springfield, Missouri (“City Utilities”) will serve as a contractor to the Partners for the purpose of assisting in finding a qualified broadband feasibility consultant to conduct a feasibility analysis to improve access to broadband high-speed internet throughout the regions served by the Partners.

- 2.2 City Utilities will utilize its' procedures for obtaining professional services, obtain informal quotes from at least three (3) qualified broadband feasibility consultants, provide all such quotes to the Partners, and make a recommendation to the Partners as to which consultant it feels would be best suited for the project.
 - 2.3 City Utilities will endeavor to complete the work described in section 2.2 above within four months or as soon as practically possible.
 - 2.4 City Utilities shall not be responsible in any way any work performed by the selected broadband feasibility consultant.
3. Cost. For the services described above, City Utilities shall charge a flat fee of twenty thousand dollars (\$20,000).
 4. Billing. City Utilities shall submit a bill for services rendered upon completion of the work and the parties shall each pay their portion of the bill within sixty (60) calendar days.
 5. Cost Allocation. For the work performed by City Utilities, each Partner will pay to City Utilities the amount shown as their proportional share on Exhibit A under the column titled “% of \$20K NTE.” The Partners shall not be jointly liable for any other Partner’s share.
 6. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with Missouri law. Venue shall be proper in accordance with Missouri law.
 7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.
 8. Modification. No modification of the terms and provisions of this Agreement shall be or become effective except by written amendment executed by the parties.
 9. Authority. Each party represents that it has the necessary corporate, legal, and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said party has been created.

**REMAINDER OF PAGE INTENTIONALLY
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SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

Christian County

By: _____

Name: _____

Title: _____

Christian County

By: _____

Name: _____

Title: _____

**Approved as to Form (Christian County)
Christian County Counselor**

By: _____

Name: _____

Christian County

By: _____

Name: _____

Title: _____

Christian County Auditor

By: _____

Name: _____

City of Nixa

By: _____

Name: _____

Title: _____

Approved as to Form (City of Nixa)

By: _____

Name: _____

City of Ozark

By: _____

Name: _____

Title: _____

Approved as to Form (Ozark)

By: _____

Name: _____

City of Republic

By: _____

Name: _____

Title: _____

Approved as to Form (City of Republic)

By: _____

Name: _____

City of Strafford

By: _____

Name: _____

Title: _____

Approved as to Form (City of Strafford)

By: _____

Name: _____

City of Willard

By: _____

Name: _____

Title: _____

Approved as to Form (City of Willard)

By: _____

Name: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

**Approved as to Form
Greene County Counselor**

By: _____

Name: _____

City Utilities of Springfield, Missouri

By: _____

Name: _____

Greene County Auditor

By: _____

Name: _____

**Approved as to Form
(City Utilities of Springfield, Missouri)**

By: _____

Name: _____

EXHIBIT A
Cost share

For the work performed by City Utilities, each Partner will pay to City Utilities the amount shown as their proportional share on Exhibit A under the column titled “%of \$20K NTE” except that:

- Christian County will also be responsible for paying the shares of the following cities: Fremont Hills, Sparta, Saddlebrook, Highlandville, Clever and Billings; and
- Greene County will also be responsible for paying the shares of the following cities: Walnut Gove, Ash Grove, Fair Grove, Rogersville and Battlefield.

County	Address (Count)	% of total	% of \$20K NTE
Greene County	41,717	42.42%	\$ 8,484.84
Christian County	16,972	17.26%	\$ 3,451.94

Municipalities	Address (Count)	% of total	
Willard	2,174	2.21%	\$ 442.17
Walnut Grove	379	0.39%	\$ 77.09
Ash Grove	717	0.73%	\$ 145.83
Fair Grove	820	0.83%	\$ 166.78
Rogersville	48	0.05%	\$ 9.76
Strafford	1,119	1.14%	\$ 227.59
Republic**	7,482	7.61%	\$ 1,521.77
Battlefield*	2,437	2.48%	\$ 495.66
Fremont Hills	458	0.47%	\$ 93.15
Nixa	10,441	10.62%	\$ 2,123.60
Sparta	908	0.92%	\$ 184.68
Saddlebrooke	160	0.16%	\$ 32.54
Ozark	10,218	10.39%	\$ 2,078.24
Highlandville	484	0.49%	\$ 98.44
Clever	1,210	1.23%	\$ 246.10
Billings	589	0.60%	\$ 119.80
Total:	98,333	100.00%	\$ 20,000.00

* A part of Battlefield is already served by City Utilities for broadband services

** A small part of Republic is in Christian County