



RE: INTERGOVERNMENTAL AGREEMENT FOR A HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY

Background:

On August 22nd, City Council passed ordinance #2022-084 amending the budget to appropriate \$13,000 for the City's portion of a hotel market and financial feasibility study. This study will be done in partnership with Christian County, the City of Ozark and Show Me Christian County.

Analysis:

Before moving forward with the study that was presented to City Council, an intergovernmental agreement (IGA) needs to be entered into by all parties. The attached agreement lays out each entity's responsibilities, including the cost associated with the study.

Recommendation:

Conducting a hospitality study would provide us the information we need to properly market our area to potential hotel developers; therefore, staff recommends approval of the resolution allowing us to enter the IGA with Christian County, the City of Ozark and Show Me Christian County.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR A CHRISTIAN COUNTY HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY.

WHEREAS Christian County Business Development Corporation d/b/a Show Me Christian County, Christian County, City of Ozark, and City of Nixa wish to facilitate a Christian County Hotel Market and Financial Feasibility Study to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS Show Me Christian County has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS the Intergovernmental Agreement. Attached hereto as "Council Bill Exhibit A," shall establish the responsibilities of each party and cost allocation; and

WHEREAS City Council desires to authorize the execution of the Agreement, attached hereto as "Council Bill Exhibit A," for the purpose described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The Mayor, or designee, is hereby authorized to execute the Agreement attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit A." Said document shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit A."

SECTION 2: The Mayor and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

COUNCIL BILL NO. 2022-092

ORDINANCE NO. _____

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MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COUNCIL BILL EXHIBIT A

ROUTE ORDER: Organization signs, route to City Clerk, City Admin/Mayor signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:	
<input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> RENEWAL OF CONTRACT NO. <input type="checkbox"/> Addendum No. __			
Ozark	Nixa	Christian County	Show Me Christian County
205 N. 1 st Street Ozark, MO 65721 417-581-2407 Attn: Steve Childers	715 W. Mount Vernon St. Nixa, Mo 65714 417-725-3785 Attn : Jimmy Liles	100 W. Church St. Ozark, Mo 65721 Phone Attn:	P.O. Box 1528 Nixa, Mo 65714 471-212-0699 Attn: Kristen Haseltine

**INTERGOVERNMENTAL AGREEMENT FOR CHRISTIAN COUNTY HOTEL MARKET
AND FINANCIAL FEASIBILITY STUDY**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH:

WHEREAS, Christian County Business Development Corporation d/b/a Show Me Christian County (hereinafter “SMCC”), Christian County (hereinafter “County”), City of Ozark (hereinafter “Ozark”), and City of Nixa (hereinafter “Nixa”) wish to facilitate a Christian County Hotel Market and Financial Feasibility Study (hereinafter “Study”) to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS, SMCC has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS, this Intergovernmental Agreement shall establish the responsibilities of each party and cost allocation; and

WHEREAS, the Parties believe the Study will benefit the communities.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between SMCC, County, Ozark, and Nixa as follows:

1. **The Study.** The Parties wish to enter into this Intergovernmental Agreement to facilitate the completion of the Study, said Study more specifically detailed in the Proposal attached hereto and incorporated herein as “Exhibit A.”

2. **Project Cost.** The Study is anticipated to cost Thirty-Nine Thousand Dollars and no/100 (\$39,000.00) (hereinafter “Project Cost”). SMCC shall invoice the County, Ozark, and Nixa and each party shall pay to SMCC within thirty (30) days of said invoice, the following amounts:

- a. County shall be responsible for \$13,000.00
- b. Ozark shall be responsible for \$13,000.00
- c. Nixa shall be responsible for \$13,000.00

3. **SMCC Responsibilities.** SMCC shall serve as the project manager for the Study. As such, SMCC shall work with the selected consultant, manage the Study tasks, coordinate the collection of any information necessary to complete the Study, assist with site visits, and provide the final Study results to the Parties in an electronic and printed format. SMCC shall pay all consultant invoices. SMCC will not be compensated for this work by the Parties.

4. **County, Ozark, and Nixa Responsibilities.** The County, Ozark, and Nixa shall each provide all information, data, and reports in each party's possession that is necessary for the carrying out of the work.

5. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and SMCC is associated with a business entity, SMCCC shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, SMCC must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. **Assignment.** The Parties shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Parties.

7. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to the Parties at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

8. **Compliance with Laws.** SMCC agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

9. **Benefits.** SMCC shall not be entitled to any of the benefits established for the employees nor be covered by the respective Worker's Compensation Program of the County, Ozark, and Nixa, the parties.

10. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

11. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract 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 herein stated.

**CHRISTIAN COUNTY, MISSOURI,
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION**

By: _____
Ralph Phillips, Presiding Commissioner

By: _____
Lynn Morris, Eastern Commissioner

By: _____
Hosea Bilyeu, Western Commissioner

COUNTY CLERK:

By: _____
Kay Brown

APPROVED AS TO FORM:

By: _____
John W. Housley, County Counselor

CITY OF OZARK, MISSOURI

By: _____
Name:
Print name:

Approved as to form:

By: _____
City Attorney

CITY OF NIXA, MISSOURI

By: _____
Name:
Title:
Approved as to form:

By: _____
City Attorney

**CHRISTIAN COUNTY BUSINESS DEVELOPMENT
CORPORATION D/B/A SHOW ME CHRISTIAN
COUNTY**

By: _____
Name:
Title:

Board Chair: _____
Name: