

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 14th day of MAY, 2025, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the BILLINGS SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and Special Road District to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

WHEREAS, it would be to the benefit of certain municipalities and special road districts in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project (hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the Special Road District applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and special road districts and submitted its recommendations for funding said projects and the Commission has approved the Special Road District's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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 agreement is to coordinate the participation by the Commission in the cost of the Special Road District's public road improvement

project which is described on the attachment marked Exhibit "A" incorporated herein by reference.

2. Financial Responsibilities. With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to EIGHTY THOUSAND and 00/100 DOLLARS (\$80,000.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on Exhibit "A" attached hereto.
 - B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on Exhibit "A" attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in Exhibit "A".
 - C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on Exhibit "A", and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other public road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in Exhibit "A", including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in Exhibit "A".

3. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. No Interest. By contributing to the cost of the project described in Exhibit "A", the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
5. General Independent Contractor Clause. The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
6. Indemnity.
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.
 - B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as

additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

7. Miscellaneous.

- A. The Special Road District agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

- 8. Notices. All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
ATTENTION: Lynn Morris, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: countycommission@christiancountymo.org

Billings Special Road District
ATTENTION: Danny Garbee
PO Box 328
Billings, MO 65610
Email: billingssplrddist@att.net

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Billings Special Road District have caused this Intergovernmental Cost Share Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Board, as of the day and year first written above and hereby further agree that this agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

By: ABSENT

Lynn Morris, Presiding Commissioner

Dated: _____

By: [Signature]

Bradley A. Jackson, Eastern Commissioner

Dated: 5-1-25

By: [Signature]

Johnny Williams, Western Commissioner

Dated: 5-1-25

Attested By:

[Signature]
Paula Brumfield, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this agreement is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue available for payment of same.

[Signature]
Amy Dent, Christian County Auditor

BILLINGS SPECIAL ROAD DISTRICT

By: [Signature]

Chairman, Board of Directors

Dated: 4/9/25

Address: 306 N.E. MAIN ST.

Billings MO. 65610

Attest: [Signature]

APPROVED AS TO FORM:

[Signature]

N. Austin Fax, Attorney at Law
901 St Louis St, 20th Floor
Springfield, MO 65806
(P) 417-866-7777, (F) 417-866-1752

CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2025

APPLICATION FOR FUNDING

AGENCY INFORMATION

AGENCY Billings Special Road DistrictMAILING ADDRESS P.O. Box 328EMAIL ADDRESS billingssplreddist@att.netCONTACT NAME Danny Garbee, Sec.CONTACT PHONE (417) 744-4485
office

PROJECT INFORMATION

2025 PROJECT NAME Griesemer Rd. Widening & Overlay Surface.PROJECT DESCRIPTION (ATTACH
ADDITIONAL PAGES, IF
NECESSARY) Widening Approx 1 1/4 mi stretch Griesemer Rd through
2, 90% Curves and Blending to A Upgraded Box Culvert
to Reduce water overtopping and Damaging Roadway ²⁰²⁴TOTAL PROJECT COST \$ 140,000.00TOTAL FUNDING REQUESTED
FROM PROGRAM \$ 100,000.00 (MAX \$100,000.00)PERCENT OF TOTAL COST 72% %ESTIMATED START DATE April 2025DURATION Aug 2025

APPLICANT CHECKLIST

☐ COST ESTIMATE☐ OTHER: _____☐ DESIGN DRAWINGS☐ QUANTITIES☐ MAPS☐ PHOTOS☐ TYPICAL SECTION(S)

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

RFI NEEDED: Y/N

INITIALS