

Christian County 1106 W Jackson St Ozark, MO 65721 Attn: Miranda Beadles, P.E.	Ozarks Transportation Organization 2208 W Chesterfield Blvd., Suite 101 Springfield, MO 65807 Attn: Sara Fields, Executive Director.
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**MEMORANDUM OF AGREEMENT
FOR
Nicholas and Tracker Project Management**

This Agreement is made and entered into upon its execution by both parties as set forth below, with the Effective Date corresponding with the last signature to this Agreement.

WITNESSETH:

WHEREAS, the Ozarks Transportation Organization ("OTO") has programmed federal Surface Transportation Block Grant Urban (STBG-Urban) funds in the Ozarks Transportation Organization Transportation Improvement; and

WHEREAS Christian County ("County") is wanting to construct operational Improvements at Nicholas and Tracker Intersection in Christian County, ("Project"); and

WHEREAS the OTO has proposed a partnership with the County to provide project administration for the Project

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

NOW, THEREFORE, in exchange for valuable consideration each received from the other the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Scope of Services

1. OTO Engineering Services Administration Responsibilities

- a. Project Administration. OTO shall, at its sole cost and expense, act as the project administrator. OTO's project administration assistance includes the following:
 - i. Prepare and manage, at the direction of the County, the initial programming data form completions and submittal; and
 - ii. In cooperation with the County and in compliance with the County's procurement process, select a consultant for Engineering Services consistent with the County's procurement policy and federal grant requirements; and
 - iii. Provide copies of all procurement practices and documentation of costs to the County; and

- iv. With County assistance, prepare the engineering services scope, with the intersection improvement specifications and scope subject to the input and final approval of the County's staff; and
- v. Assist the County in preparing the MoDOT Local Public Agency Contract for Engineering Services; and
- vi. Oversee the engineering services provided by the selected consultant up to the advertisement for construction bids, and report to the County on the status of such services; and
- vii. Oversee the consultant invoicing process to make recommendations to the County for payment of the consultant of these invoices; and
- viii. Prepare and submit grant payment requests to MoDOT with the assistance of County staff.

2. Christian County Responsibilities

- a. **Construction Costs.** The County shall be responsible for all right-of-way, engineering and construction cost associated with the Project. It is explicitly understood by both parties that the services provided in this Memorandum of Agreement are only for project administration services provided by OTO personnel.
- b. The County shall assist with the development of engineering services and construction project scope; and
- c. The County shall participate in regular meetings to ensure project is performed per the terms and conditions of the STBG (Urban) funding award; and
- d. The County shall provide data and staffing support as necessary for the OTO to perform the OTO Engineering Services Administration.

1. **Term.** OTO shall commence project management as soon as practicable after the execution of this Agreement, unless otherwise directed in writing by the County.

The project administration services provided by OTO will be considered complete upon bid award, and upon the County's satisfaction with the outlined deliverables.

2. **Liability and Indemnity.** In no event shall the OTO be liable to the County 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. In no event shall the County be liable to the OTO for special, indirect, or consequential damages, except those caused by the County's, or its agent's or official's gross negligence or willful or wanton misconduct.
3. **Conflicts.** No salaried officer or employee of the County or OTO and no member of the County or OTO Board 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.

4. **Termination for Convenience.** Subject to the rights of the County, as set out in this Agreement, the OTO or the County, by written notice, may terminate this contract, in whole or in part, when it is in the County'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 County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest.
5. **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.
6. **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 Greene County, Missouri.
7. **Title VI.** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
8. **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.

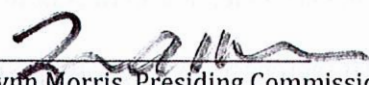
OZARKS TRANSPORTATION ORGANIZATION

DATED: 1/30/2026


Sara Fields, Executive Director

CHRISTIAN COUNTY

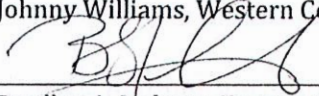
DATED: 1/29/26


Lynn Morris, Presiding Commissioner

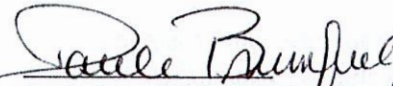
DATED:

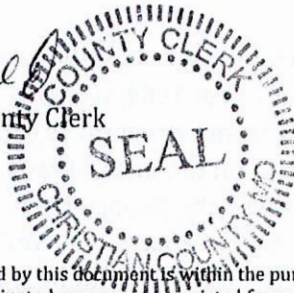
ABSENT
Johnny Williams, Western Commissioner

DATED: Jan 29, 2026


Bradley A. Jackson, Eastern Commissioner

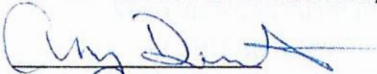
Attested By:


Paula Brumfield, Christian County Clerk

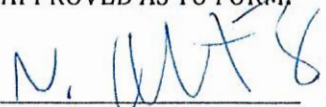


Auditor Certification:

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


Amy Dent, Christian County Auditor

APPROVED AS TO FORM:


N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752