

**PUBLIC INFRASTRUCTURE STUDY
COST ALLOCATION AGREEMENT**

THIS AGREEMENT dated the 13th day of June, 2017, is made by and between Boone County, Missouri, through its County Commission (herein "County"), and the City of Columbia, Missouri (herein "City").

IN CONSIDERATION of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT** – The City and County may enter into cooperative agreements with governmental parties when necessary to improve public infrastructure. The City and County have determined that there is a need to complete a study to improve the existing public infrastructure consisting of a section of Grace Lane between Richland Road and St. Charles Road. The unimproved section of Grace Lane is approximately 0.3 miles. There are 12 homes located along the east side of Grace Lane with driveway access onto this section of Grace Lane. Grace Lane is a north/south road that connects St. Charles Road on the north with Rolling Hills Road/Richland Road on the south. Rolling Hills Road extends south from the end of Grace Lane to Highway 63. Rolling Hills Road was improved in 2013 between Richland Road to New Haven Road. In addition, Discovery Parkway is currently under final design and will extend south from the intersection of Rolling Hills Road with New Haven Road to the existing end of Discovery Parkway at the Highway 63 interchange. Once the Discovery Parkway extension is completed, drivers will have a connection from Highway 63 on the south side of Columbia to Interstate 70 on the east side of Columbia (Discovery Parkway to Rolling Hills Road to Grace Lane to St. Charles Road). From this connection, Grace Lane will be the only section of roadway that is unimproved. This proposed study will analyze the existing and anticipated traffic flow on this corridor and will recommend improvements that can be made to Grace Lane to improve traffic flow and safety. It has been further determined that it is appropriate and reasonable to share the responsibilities for, and the results and analysis of, the study and to pay for the study as a shared expense by the City and County. For these purposes, the City and County are entering into this written agreement to memorialize the terms and conditions of their agreement.
2. **PROJECT** - The study to analyze traffic flow and propose alignments for Grace Lane under this agreement shall be known as "The Grace Lane Traffic and Alignment Study."
3. **SCOPE OF IMPROVEMENTS** - The general scope of the study for the Project under this agreement includes the following: Traffic counts; traffic forecast analysis for 10 years and 20 years; access management options; analysis/development of alignment options including the intersection of Grace Lane with St. Charles Road; consideration of

the East Columbia Environmental Impact Study, CATSO Major Roadway Plan, 2040 Long Range Transportation Plan in the options; and a cost estimate for each alignment option. The street cross section used for New Haven Road which includes grading for complete roadway, but constructing half the road cross section is to be used for the Grace Lane proposed alignments. All costs associated with the study are to be made a part of this agreement.

4. **DESIGN** - The study will be completed by George L. Crawford & Associates, Inc./dba CBB, (the "Engineer") and paid as a part of project costs. The study shall be approved by the City and County and the study shall be administered as provided in paragraph 5 below.
5. **PROJECT ADMINISTRATION** – The City is responsible for coordinating, administering, and implementing work through its contract with the Engineer. The study shall be subject to final City and County approval upon final review. Payment to the Engineer for the study will be made after approval by the City and the County.
6. **COMPLIANCE WITH OTHER LAWS** - The agreement requires all parties to comply with all other federal, state, and local laws, rules, and regulations pertaining to public works contracts as may be applicable to the City when performing or contracting for performance of work required under this agreement.
7. **ALLOCATION AND PAYMENT OF PROJECT COSTS** – The City and County shall contribute equally to the study. Total costs shall be a sum not to exceed \$95,185.00 (or \$47,592.50 per entity). City will initially pay the cost of the project upon completion of the study and submit an invoice to the County for half the amount paid by the City. The county will make payment on the invoice within thirty (30) days of the date on which the City issues the invoice.
8. **NO THIRD-PARTY BENEFICIARY.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

10. **NO WAIVER OF IMMUNITIES.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 or laws.
11. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT** - This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered, and understand the terms and conditions of this agreement and consequences thereof.
12. **AUTHORITY OF REPRESENTATIVE SIGNATORIES** - The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
13. **BINDING EFFECT** - This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
14. **SECTION HEADINGS** - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
15. **EXECUTION** - This Agreement may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same Agreement.
16. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE** - The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.
17. **IN WITNESS WHEREOF**, the individual parties constituting and representing the City and County, through their original and duly authorized representative signatories have executed this Agreement on the day and year first above written.

BOONE COUNTY, MISSOURI
Through Its County Commission

By: [Signature]
Presiding Commissioner

ATTEST:

FORM APPROVED:

Wendy S. Noreen
County Clerk

By: [Signature]
County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

June E. Pitchford by [Signature]
June E. Pitchford, County Auditor

6/5/17 2045-71102
Date

CITY OF COLUMBIA, MISSOURI

ATTEST:

COLUMBIA, MISSOURI

Sheela Amin, City Clerk

By: Mike Matthes, City Manager

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 44008830-604990, 00700 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Michele Nix, Director of Finance