Distribution: __ Newton Co. Commission
__City Of Joplin

MEMORANDUM OF AGREEMENT (MOA)
FOR NEW BRIDGE OVER SHOAL CREEK

WHEREAS, The Newton County Commission and the City of Joplin intend to replace the existing bridge structure on Jackson Avenue over Shoal Creek. (bridge number 2205011)

WHEREAS, the aforementioned agencies agree that the geometric configuration of the existing bridge has become obsolete and inadequate to provide the desired level of service to the community; and

WHEREAS, the Newton County Commission and the City of Joplin, intend to enter into a partnership agreement and are invited to be a signatory to this MOA; and

WHEREAS, the Newton County Commission and the City of Joplin, hereby agree to share in the cost of all engineering, rights-of-way acquisition and construction of this public improvement that serves the residents of both Newton County and the City of Joplin; and

NOW, THEREFORE, the Newton County Commission and the City of Joplin agree that the undertaking shall be implemented in accordance with the following stipulations.

STIPULATIONS

I. The Newton County Commission will provide the following:

a. Newton County will participate in the project by obligating existing and future Bridge Replacement Off-System (BRO) funds, to the extent available, for the design, rights-of-way acquisition and construction of the new bridge. Newton County currently has approximately $2,025,000.00 available for use and receives an annual appropriation from the Missouri Department of Transportation of approximately $225,000.00.

b. The Newton County Commission will provide any and all necessary assistance or authority to the City of Joplin to secure any easements, rights-of-way or rights-of-entry within Newton County as may be required for the construction of the new bridge as determined by the final approved design of the new bridge structure and street connectivity thereto.

c. Newton County will be available to participate in the selection of the design professionals for the project and in the review and approval of conceptual, preliminary and final design of the new bridge structure.

d. Newton County will provide assistance in the planning and public engagement process, including holding public forum(s) to receive input and comment from the residents of Newton County.

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e. As a requirement of the BRO program, Newton County may be required to enter into contracts for engineering, construction and construction management as needed to complete the project with the understanding that overall project management will be provided by the City of Joplin. If allowed by the BRO program, some contracts may be signed by the Newton County Commission, the City of Joplin or both the City and the County.

II. The City of Joplin will provide the following:

a. The City of Joplin shall provide the 20% matching funds as required as part of the BRO program administered by the Missouri Department of Transportation, with it understood by both parties that should the final project cost exceed the funds available from the Newton County BRO program plus the 20% contribution by the City, that the City will commit up to $973,000, inclusive of the 20% share, toward the completion of this project.

b. The City of Joplin shall provide all contract procurement and administrative services to the extent they are legally permitted to provide for the successful completion of this project.

c. If permitted by the BRO program, the City of Joplin shall enter into an engineering contract with a selected consulting engineering firm to provide all necessary construction design documents, bid documents, project management and construction inspection services. It is understood by both parties that the BRO program may require the Newton County Commission to be a signatory of this contract, but that the daily administration of the contract will be handled by the City of Joplin.

III. The City of Joplin will reimburse Newton County on a monthly basis within 30 days of submission of an invoice by the Newton County Commission to the City of Joplin.

IV. It is anticipated that the construction contract will be awarded in Fiscal Year 2016 and construction completed in Fiscal Year 2018.

V. This MOA may be amended, in writing, provided any amendment is executed by all parties to the MOA.

VI. If any signatory determines the terms of the MOA cannot be carried out, the signatories shall consult to seek a resolution agreeable to both parties.

VII. A signed copy of this MOA will be provided to each signatory.

VIII. This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

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Execution of this Memorandum of Agreement (consisting of 3 pages) and carrying out its terms, evidences that all parties has secured the necessary funds as stated therein or has made arrangements necessary to construct the project.

THE NEWTON COUNTY COMMISSION:

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

THE CITY OF JOPLIN:

By: _____ Date: _____

Title:_____

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