

One-rdg. _____
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Pgs. 9
Filed: 03-29-16

Sponsored by: Burnett

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 075

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of Springfield,
2 Missouri, to enter into an agreement with Missouri State University
3 (MSU), Greene County, and the Watershed Committee of the Ozarks
4 (WCO) to participate in supporting and implementing Project Water
5 Education for Teachers (WET), a water quality education program for
6 Springfield and Greene County, Missouri.
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9 WHEREAS, the City of Springfield has an opportunity to partner with MSU,
10 Greene County and WCO to support and implement water quality education for
11 Springfield and Greene County, including Project WET, which is an international,
12 nonprofit environmental educational program for grades K through 12, focusing on all
13 aspects of water; and
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15 WHEREAS, Project WET and the water quality education programs will support
16 the City's mandated clean water education and public outreach components of both the
17 City's Municipal Separate Storm Sewer System (MS4) permit and the City's Amended
18 Consent Judgment, while allowing the City to partner with other entities, thus
19 maximizing the effective use of the City's resources; and
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21 WHEREAS, the City's goal of educating the public on clean water practices will
22 be advanced and cost to the City will be minimized by participating in this joint effort.
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24 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
25 MISSOURI, as follows, that:
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27 Section 1 - The City Manager, or his designee, on behalf of the City of
28 Springfield, Missouri, is hereby authorized to enter into an agreement with MSU,
29 Greene County, Missouri, and the WCO, in a form substantially similar to that
30 agreement attached here to as "Exhibit A," for the purpose of supporting and
31 implementing water quality education programs, including the Project WET
32 environmental educational program for children in grades K through 12, and to do all

33 things necessary to carry out such agreement.

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35 Section 2 –This ordinance shall be in full force and effect from and after
36 passage.

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39 Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *John Willington*, Assistant City Attorney

Approved for Council action: *Greg Burt*, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 075

FILED: 03-29-16

ORIGINATING DEPARTMENT: Environmental Services

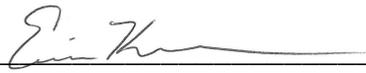
PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an agreement with Missouri State University (MSU), Greene County, and Watershed Committee of the Ozarks (WCO), to support and implement Project Water Education for Teachers (WET), a water quality education program for Springfield and Greene County.

BACKGROUND INFORMATION: Water quality education in schools is an important component of the federally mandated City and County Municipal Separate Storm Sewer System (MS4) permits. This partnership agreement began in 2008 when Missouri State University became the State Coordinator for Project WET, an international nonprofit environmental education program for grades K through 12, focusing on all aspects of water. This agreement will continue the City's contribution of \$10,000 per year to MSU to support Project WET and water quality education in schools.

REMARKS: This Council bill will authorize the City Manager to enter into an agreement "Exhibit A," with Missouri State University, Greene County, and WCO. The City's contribution of \$10,000 will be provided through the Department of Environmental Services from funds already budgeted. Environmental Services recommends approval of this council bill.

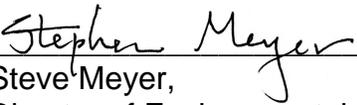
Supports the following Field Guide 2030 goal(s): Chapter 8, Natural Environment; Major Goal 2; Support local environmental/conservation non-profit organizations; Objective 2a, Ensure Adequate Funding for Non-Profit Organizations. Restore or elevate funding for City/County environmental not-profit partners such as the Watershed Committee of the Ozarks, Ozark Greenways, and James River Basin Partnership; consider funding to support new organizations that would address critical issues like air quality (e.g. Ozarks Clean Air Alliance). Objective 2b, Utilize Community Partners and Collaborations. Facilitate, encourage, and support partnerships and communication between city/county environmental departments and local environmental organizations/non-profits. Major Goal 8, Support environmental/conservation education; Objective 8b, Insure Adequate Education Funding – Maintain and enhance funding and support for existing activities, programs, and projects among city and area environmental/conservation non-profits to address current and emerging issues..

Submitted by:



Errin Kemper,
Assistant Director of Environmental Services

Recommended by:



Steve Meyer,
Director of Environmental Services

Approved by:



Greg Burris,
City Manager

EDUCATION PROGRAM AGREEMENT

THIS AGREEMENT is by and between The Board of Governors of Missouri State University ("University") with principal place of business at 901 S. National Avenue, Springfield, MO 65897, the Greene County Commissioners ("County") with principal place of business at 933 N. Robberson Avenue, Springfield, MO 65802, the City of Springfield ("City") with principal place of business at 840 Boonville Avenue, Springfield, MO 65802, and the Watershed Committee of the Ozarks ("WCO") with principal place of business at 2400 E. Valley Water Mill Rd., Springfield, MO 65803. The term "Parties" shall be used to refer collectively to these entities.

WITNESSETH:

WHEREAS, the Parties to this Agreement agree to support and implement Project WET (Water Education for Teachers) and a water quality education program for Springfield and Greene County herein collectively known as 'Programs'; and

WHEREAS, the purpose of promoting the Programs is to encourage and provide useful knowledge to the public regarding water quality protection; and

WHEREAS, each party to the agreement has a vested interest in promoting water quality in the Ozarks and each party has valuable information to provide to the Programs.

NOW THEREFORE, for the purpose of promoting the increase of useful knowledge, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Article 1 – Parties agree to the following:

1.1 Term – The Parties agree that this Agreement will be for a period of two (2) years beginning on/about January 1, 2016. Thereafter the Term can be extended on an annual basis through agreement by the Parties in writing which shall become an addendum to the Agreement. In the event the parties are unable to agree to the terms of such a continuation of the Program beyond the Term, or addendum, the Program shall terminate. It is understood that the discontinuation of this agreement has no effect on the continuation and activities of the Project WET program.

1.2 Termination – A party can terminate its participation in the Agreement by forwarding a notice to the official representatives of the other parties no later than November 1st of each year that the Agreement is in force.

1.3 Publicity – A party shall have the right to acknowledge participation in the Program and the involvement of the other parties. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

1.4 Confidential Information – The Parties agree that no confidential information shall be exchanged in conjunction with the work to be performed under this Agreement.

1.5 Liability

1.5.1. University is, as of the date of execution of this Agreement, subject to the Missouri State Legal Expense Fund, as established by Missouri Statute and administered and interpreted by the Attorney General of the State of Missouri, and that the University has no liability insurance that can extend protection to any other person under this Agreement.

1.5.2 City is, as of the date of the Agreement, a governmental entity entitled to certain immunities under the Doctrines of Sovereign, Official and Governmental Immunity. City assumes any and all risks of personal injury and property damage attributable to the negligent acts of City, its officers employees or agents related to activities resulting from the Agreement to the extent such claims for personal injury or property damage constitute exceptions to Missouri Sovereign Immunity Statutes, Sections 537.600 and 537.610, RSMo.

1.5.3 County is, as of the date of the Agreement, a governmental entity entitled to certain immunities under the Doctrines of Sovereign, Official and Governmental Immunity. County assumes any and all risks of personal injury and property damage attributable to the negligent acts of County, its officers employees or agents

related to activities resulting from the Agreement to the extent such claims for personal injury or property damage constitute exceptions to Missouri Sovereign Immunity Statutes, Sections 537.600 and 537.610, RSMo.

1.5.4 In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any party's rights or defenses with regards to any party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.

1.6. Independent Contractor – Each party shall be deemed to be and shall be an independent contractor of the other and, as such, neither party shall be entitled to any benefits applicable to employees of the other. No party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. No party shall be bound by the acts or conduct of the other.

1.7 Non-discrimination – Parties give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.

1.8 Compliance with Statutes and Regulations – Parties agree to comply with all laws and regulations applicable to this Agreement. This Agreement shall be governed by, construed by, and enforced in accordance with the internal laws of the state of Missouri.

1.9 Assignment – No assignment of this Agreement can be made by any party without the prior written consent of the other parties.

1.10 This Agreement constitutes the entire and only agreement between the parties relating to the Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby with relating to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

1.11 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.

1.12 Payments – Parties agree to provide payments as designated below.

Article 2 – University agrees to the following:

2.1 Develop and implement a comprehensive education program on water quality and stormwater directed at the general public and school students through working with formal and non-formal educators.

2.2 Work with members of the general public, water quality/stormwater professionals, government agencies, community groups, teachers and non-formal educators to provide education and outreach services supporting the County and City Municipal Separate Storm Sewer System (MS4) stormwater permit requirements.

2.3 Work cooperatively with the Watershed Committee of the Ozarks, James River Basin Partnership, Springfield/Greene County Parks Department, and other groups/organizations toward the goal of water quality education.

2.4 Work cooperatively in the planning and implementation of special education events, such as water festivals, workshops, seminars, tours, demonstration projects, and assisting in the design and staffing of educational displays and booths.

2.5 Designate a qualified person to serve as the "Program Director".

2.6 Hire an Aquatic Education Specialist to implement the Program, and to contribute \$20,000 plus benefits for a full-time staff position for the first year; and at least \$10,000 plus benefits each year thereafter.

2.7 Provide office space, web page space, computer support, and travel funds for the Aquatic Education Specialist.

2.8 Designate the Office of Research Administration as the recipient of official notices pertaining to this Agreement. Such notices are to be mailed to: Office of Research Administration, Missouri State University, 901 South National Avenue, Carrington 405, Springfield, MO 65897.

Article 3 – City agrees to the following:

3.1 Designate a Technical Representative for this Program, and coordinate a water quality education program with the Program Director and the Aquatic Education Specialist.

3.2 Pay the University \$10,000 as a fixed cost for support of the Program in the first year and at least \$10,000 each year during the term of this Agreement, with payments due within thirty (30) days after receipt of an invoice from the University that shall be forwarded on or about February 1st of each year that this Agreement is in force. Checks are to be made payable to Missouri State University.

Article 4 – County agrees to the following:

4.1 Designate a Technical Representative for this Program.

4.2 Pay the University \$10,000 as a fixed cost for support of the Program in the first year and at least \$10,000 each year during the term of this Agreement with payments due within thirty (30) days after receipt of an invoice from the University that shall be forwarded on or about February 1st of each year that this Agreement is in force. Checks are to be made payable to Missouri State University.

Article 5 – WCO agrees to the following:

5.1 Designate a Technical Representative for this Program.

5.2 Provide field office space for the Aquatic Education Specialist at the Watershed Center.

5.3 Function as a collaborating partner, providing the Watershed Center as educational facility space for educational activities and events, while continually pursuing funding options to provide financial support at some future time.

5.4 Maintain appropriate levels of liability and worker's compensation insurance covering its employees and agents, including any such persons present on University property or otherwise engaged in activities as a result of this Agreement.

5.5 Assume any and all risks of personal injury and property damage attributable to the negligent acts of WCO, its officers, employees or agents related to activities resulting from this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year indicated in Section 1.1.

For the Board of Governors of Missouri State University

James Baker, Vice President for Research
and Economic Development

Date

Dr. Janice Greene,
Director, Bull Shoals Field Station

Date

Watershed Committee of the Ozarks

Mike Kromrey, Executive Director

Date

City of Springfield

Greg Burris, City Manager

Date

Approved as to form
Jan Millington, Assistant City Attorney

Date

Certificate of Director of Finance: 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 appropriated and available funds to pay therefor.

Mary Mannix-Decker, Director of Finance

Date

Greene County Commission

Robert Cirtin
Presiding Commissioner

Date

Harold Bengsch
Commissioner 1st District

Date

Roseann Bentley
Commissioner 2nd District

Date

Approved as to form
John W. Housley, Greene County Counselor

Date

AUDITOR CERTIFICATION

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

Cindy Stein
Greene County Auditor

Date