

Pub. Imp. _____
Govt. Grant. _____
Emer. _____
P. Hrngs. _____
Pgs. 6
Filed: 2-2-2010

Sponsored by: Ibarra

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2010-051 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, Missouri, to enter into an agreement whereby
3 the Springfield-Greene County Office of Emergency
4 Management will draft an Airport Emergency Plan for the
5 Airport. (Airport staff recommends approval.)
6 _____
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8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
9 MISSOURI, as follows, that:

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11 Section 1 – The City Manager, or his designee, on behalf of the City of
12 Springfield, Missouri, is hereby authorized to enter into an intergovernmental
13 agreement with the Springfield-Greene County Office of Emergency
14 Management. Said agreement to be substantially in form and content as that
15 document attached hereto and incorporated by reference as “Exhibit A.” The
16 City Manager, or his designee, is further authorized, upon the execution and
17 approval of the intergovernmental agreement by both parties thereto, to perform
18 or direct to be performed all of the duties and obligations under said agreement.
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20 Section 2 – This agreement will be funded entirely out of the Airport
21 budget. The cost shall not exceed \$20,000. No budget adjustment is required.
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23 Passed at meeting: _____
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Mayor

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Attest: _____, City Clerk

Filed as an Ordinance: _____

Approved as to form: *Sarah Kerner*, Assistant City Attorney

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

N:\SHARE\CBILLS\2010\2-8-2010\AIRPRT EMERGENCY PLAN AGREEMENT_ORD_SK_DW

Aff. Agcy. Noticed _____
Emergency Required _____
P. Hrngs. Required _____
Fiscal Note Required _____
Board Rec. Required _____

EXPLANATION TO COUNCIL BILL NO. 2010 - _____

ORIGINATING DEPARTMENT: Airport

PURPOSE: To hire the Springfield-Greene County Office of Emergency Management to draft an Airport Emergency Plan for the Airport. (Airport staff recommends approval.)

BACKGROUND: The Federal Aviation Administration (FAA) recently issued a new Advisory Circular providing new requirements for airports to meet the requirements outlined in Title 14 Code of Federal Regulations (CFR) §139.325, Airport Emergency Plan. The Advisory Circular requires airport to develop a new Airport Emergency Plan according to the guidelines set forth in the Advisory Circular and implement the new Airport Emergency Plan no later than June 19, 2010.

The Advisory Circular describes a new Airport Emergency Plan that is massive in scope; Airport staff expects the Plan to easily run upwards of 300 pages. Airport staff recommends entering to an intergovernmental agreement with the Springfield-Greene County Office of Emergency Management to draft the plan for the Airport. OEM has experience in emergency management and in drafting emergency plans.

This agreement will be funded entirely out of the Airport budget. The cost shall not exceed \$20,000. No budget adjustment is required.

RECOMMENDATION: Airport staff recommends approval.

Submitted by:



Gary A. Cyr, Director of Aviation

Approved by:



City Manager



I. Purpose
This Intergovernmental Agreement is an agreement (referred to herein as "Agreement") between Springfield/Greene County Office of Emergency Management (OEM) and the City of Springfield, by and through its Airport Board (Airport). This MOU describes these entities and their responsibilities as relates to writing an approved Airport Emergency Plan (AEP) for the Springfield-Branson National Airport in accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-31c, dated 6/19/2009. This agreement provides a frame of reference for cooperation between the entities.

II. Concept of Operation
Each party to this Agreement is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for its own policies.

III. Mission

A. Springfield/Greene County Office of Emergency Management
Greene County government provides leadership and support to reduce the loss of life and property from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery. These services are coordinated by the OEM.

B. Springfield-Branson National Airport
A municipal department responsible for all activities related to the operation and safe response to any emergency that occurs on property of Springfield-Branson National Airport.

IV. Statement of General Responsibilities

A. OEM:

- Provide necessary emergency planning resources
- Provide all necessary documentation throughout process to include agendas, minutes, summary of collected data, etc.
- Coordinate meetings with airport personnel and other involved agencies
- Coordinate with and involve outside resources as required in the guidance document
- Collect, compile, and apply all data collected
- Complete an updated AEP for the Airport that is approved by the Federal Aviation Administration

B. Airport

- Provide all necessary data requested
- Attend meetings organized for the purpose of discussing, reviewing, and preparing the AEP
- Provide guidance, contact information, and other necessary information related to the approval process of the plan

V. Methods of Cooperation
The OEM has the experience, qualifications, and local contacts required to complete an AEP for the Airport. The funding outlined in this agreement is for the support of the additional staff member necessary to complete the assignment, along with directly-related office expenses. All hardware necessary for this assignment (computer, printer, fax, copier, etc) will be that currently owned by OEM.



The Airport is required by the Federal Aviation Administration (AC 150/5200-31c) to complete an Airport Emergency Plan (AEP), with an approximately 300 page plan guidance document outlining all necessary components. OEM will complete the updated AEP with close coordination with Airport personnel. Various airport personnel, primarily administrative, fire, and security personnel, will be actively involved throughout the planning process, providing all necessary data and attending all necessary meetings.

VII. Financial Agreement

As described in Section V of this agreement, OEM will manage and coordinate all related costs to this project to include personnel expenses and directly-related office expenses. Three final hard copies and five electronic CD copies will be provided to the Airport prior to June 19, 2010.

For the services described in this Agreement, Airport agrees to pay OEM \$17/hour plus directly related office expenses (ie, copies, mileage, etc.), for a total amount not to exceed \$20,000. OEM will submit monthly billing statements to Airport detailing the work completed and the number of hours expended. Airport will pay OEM on a net 30 basis, expressly reserving the right to disapprove in whole or in part a request for payment where the services rendered are not performed in a timely and satisfactory manner..

VIII. Agreement Timeline

This agreement is to begin January 4, 2010 and will terminate June 19, 2010.

OEM must have a draft submittal of the Airport Emergency Plan to the Airport by April 30, 2010 for review.

By the end of this agreement, OEM will have completed the Airport Emergency Plan for the Airport, as approved by the Federal Aviation Administration.

IX. Termination

If OEM fails to fulfill its obligations under this Agreement in a timely and satisfactory manner. Said failure shall constitute a breach of the contract, and Airport shall thereupon have the right to immediately terminate the Agreement.

X. Miscellaneous

This Agreement does not create a partnership or a joint venture, and neither party has the authority to bind the other.

OEM shall be required to execute immigration compliance paperwork attached hereto prior to the initiation of the work under this Agreement.

This Agreement shall be effective upon approval and signature of authorized officials for each entity.

This Agreement contains the entire agreement of the Parties. No modifications, amendment, cancellation or waiver of any provisions of the Agreement shall be effective unless it is in writing and is signed by representatives of OEM or the Airport.

This Agreement and every question arising hereunder shall be construed or determined in accordance with the laws of the State of Missouri. Should any dispute arising under or part of this Agreement be litigated, venue shall be proper in the Circuit Court of Greene County, Missouri.



**Intergovernmental Agreement Between
Springfield/Greene County Office of Emergency Management and
City of Springfield, Missouri**



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written below.

SPRINGFIELD GREENE COUNTY OFFICE
OF EMERGENCY MANAGEMENT:

By: _____
Director

CITY OF SPRINGFIELD

By: _____
City Manager or his designee

Date: _____

Approved as to form:

Assistant City Attorney

**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 unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance