

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 01-07-20

Sponsor: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 017

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Services Agreement
2 with Greene County, Missouri, for the City to continue to monitor and
3 maintain the County Storm Warning Sirens.
4
5

6 WHEREAS, the City of Springfield and Greene County have jointly installed storm
7 warning sirens in the City and County adjacent to the City, and Greene County desires to
8 have the City continue to monitor and maintain the County warning sirens; and
9

10 WHEREAS, the Services Agreement has been renewed triennially since the
11 installation of the sirens in 1999; and
12

13 WHEREAS, the Services Agreement sets forth the provisions and conditions for the
14 City to continue monitoring and maintaining services for the County storm warning sirens;
15 and
16

17 WHEREAS, Greene County reimburses the City for these services as set forth in the
18 Services Agreement.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – The City Manager, or his designee, is hereby authorized to enter into a
24 Services Agreement with Greene County for the purpose of the City monitoring and
25 maintaining County storm warning sirens, said agreement to be substantially in the form and
26 content as set forth in “Exhibit A,” which is attached hereto and incorporated herein by this
27 reference.
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29 Section 2 – This Ordinance shall be in full force and effect from and after passage.
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31 Passed at Meeting: _____
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: , Assistant City Attorney

Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 017

FILED: 01-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Services Agreement with Greene County, Missouri, for the City to continue to monitor and maintain the County Storm Warning Sirens.

BACKGROUND INFORMATION: The City and County have jointly installed storm warning sirens in the city and densely populated portions of the county adjacent to the city. The County desires the City to continue to monitor and maintain the 28 county storm warning sirens.

The City replaced aging storm warning sirens throughout the city in 1999. The County partnered with the City at that time and added 27 to serve those neighborhoods in the County that were just outside the City. Since that time one additional storm siren has been added in the County for a total of 28. The City purchased equipment and materials to monitor and maintain the replacement system. The County opted to purchase only spare parts and, rather than duplicate the expensive control equipment, requested the City to perform the monitoring and maintenance. This agreement has been renewed triennially ever since. This current agreement sets forth the provisions and conditions for the City to continue monitoring and maintenance services for the County's storm warning sirens. In return the County will agree to reimburse the City, \$45 per siren per month, for these services. If specific repairs of any storm siren are required, the County will pay the City the costs of all parts not covered by warranty and labor at the rate of \$32 per hour, plus mileage to and from the location at applicable IRS mileage rates.

Supports the following City Council Priorities:

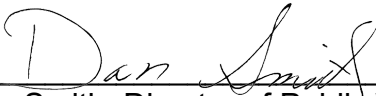
- Fiscal Sustainability and Accountability
- Economic vitality
- Public Safety

REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:


Kirk Juranas, Assistant Public Works Director

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1952 Fax: 417-864-1139 Attn: Gail Fangrow, Municipal Facilities		Springfield-Greene County Office of Emergency Management 330 W. Scott Street Springfield, MO 65802 Phone: 417-829-6551 Fax: Attn: Larry Woods	

SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the City of Springfield, a municipal corporation of the State of Missouri, hereafter referred to as "City", and the County of Greene in the State of Missouri, hereafter referred to as "County."

WITNESSETH:

THAT, WHEREAS, the City and County desire to enter into an agreement to cooperate in the maintenance and storage of twenty-eight (28) storm warning sirens owned by the County, installed and located outside the City of Springfield in Greene County, as identified in Exhibit A, and two (2) complete spare siren units, two (2) base repair kits, and two (2) additional spare parts adder kits owned by the County, in association with the Springfield-Greene County Office of Emergency Management; and

WHEREAS, such cooperation is authorized by Section 70.220 of the Revised Statutes of Missouri; and

WHEREAS, the benefits of maintaining the storm warning sirens will benefit the citizens of both the City and the County.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the County as follows:

1. **Basic Maintenance and Repairs.** City agrees to provide basic maintenance and repairs for the twenty-eight (28) storm warning sirens listed on Exhibit B, which are installed at various locations outside the City in Greene County, Missouri, on the basis set forth in the agreement. City, by and through its Department of Public Works, agrees to respond to the County storm siren locations when maintenance or repair is shown to be required for a particular storm siren by the computerized system which was installed for such purpose, or when a specific problem has been reported to the Department of Public Works by County. City agrees to store the storm siren spare units and parts referred to above owned by the County, and County agrees that City may use the same as required. County agrees City may obtain on County's behalf any replacement parts from the manufacturer available under warranty for use to repair County storm sirens. City will return the storm siren spare kits to County, if unused, upon termination of this agreement.

2. **Reimbursement to City.** During the term of this agreement, County agrees to pay to City the sum of **Forty-five and 00/100 Dollars (\$45.00)** per siren per month for monitoring and performing any general maintenance on the storm sirens which are listed on Exhibit A. If specific repairs of any storm siren are required, County will pay to City within forty-five (45) days of receipt of invoice, the costs of all parts not covered by warranty and labor at the rate of **Thirty-two and 00/100 Dollars (\$32.00)** per hour, plus mileage to and from the location at applicable IRS mileage rates.

3. **Timeliness of Repairs.** City agrees to perform required repairs or maintenance as promptly as is practical upon receipt of notification of the need for repair or maintenance. In the event of a system-wide failure, it is agreed that priority in performing repairs

will be based upon the respective population density of the areas being served by the storm sirens, with the most populated areas being given the highest priority.

4. **License to Enter Upon County Property.** City and County acknowledge that this agreement gives to City no interest in right-of-way or property of the County for the storm sirens or the property upon which they are located, County agreeing only that City, its agents and employees, shall have a license to enter upon such property as necessary to fulfill its obligations under this agreement.

5. **Indemnification.** City agrees that it will furnish to County the same quality of repair and maintenance to provides for the storm sirens owned by the City. If City has complied with the foregoing obligation, County agrees that it will indemnify, defend, and hold the City harmless from and against all claims, suits, or actions which might be brought against the City, its employees or agents, arising out of the failure of any storm siren, unless City has not furnished such quality of repair and maintenance as set forth above, provided that the County's liability for indemnification for any such occurrence at each location shall not exceed the sovereign immunity limits in effect when the claim arises as established pursuant to Section 537.610, Revised Statutes of Missouri and regulated by the Missouri Department of Insurance, and provided further that the County's duty to defend the City or its employees and agents shall cease when the limits of liability in Section 537.610, Revised Statutes of Missouri have been exhausted by payment of any judgment or settlement of any claim.

6. **Term.** The term of this agreement shall be for a period of three (3) years, September 10, 2019 through September 9, 2022 and may be extended upon mutual agreement of both parties in writing signed before the expiration hereof.

7. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

8. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City at 840 Boonville, Springfield, Missouri 65802, and County at 923 N. Robberson, Springfield, Missouri 65802. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

9. **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 adjudicated, venue shall be property only in the Circuit Court of Greene County, Missouri.

10. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

11. **Assignment.** This agreement shall not be subject to assignment by either party hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner, 1st District

By: _____
Commissioner, 2nd District

By: _____
Highway Administrator

APPROVED AS TO FORM

County Attorney or designee

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.

Auditor

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

APPROVED AS TO FORM

City Attorney or designee

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.

Director of Finance or Acting Director