

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 02-02-21

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 035

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Modification No. 1 to
2 Contract # 2020-1061 between the City of Springfield and the School
3 District of Springfield R-12 modifying the shared costs of the third-
4 party vendor which operates the school crossing guard program
5 inside the city limits of Springfield.
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8 WHEREAS, the City of Springfield (“City”) and School District of Springfield R-12
9 (“District”) entered into an Intergovernmental Agreement in 2014 to share the costs of
10 providing crossing guards near schools within the city limits to address safe travel to
11 and from school; and
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13 WHEREAS, the City and District renewed this agreement in September of 2020;
14 and
15

16 WHEREAS, as a result of the COVID-19 virus certain terms and conditions were
17 modified in the third-party contract, which necessitates the modification of the
18 agreement with the District; and
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20 WHEREAS, this modification adjusts the payments between the City and District
21 to reflect the impact of those changes.
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23 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
24 SPRINGFIELD, MISSOURI, as follows, that:
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26 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
27 Modification No. 1 to Contract # 2020-1061 with the School District of Springfield R-12
28 for the sharing of costs for a third-party vendor to operate a school crossing guard
29 program inside the city limits of Springfield, said modification to be in substantial
30 conformity with “Exhibit A.”
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32 Section 2 – This Ordinance shall be in full force and effect from and after
33 passage.

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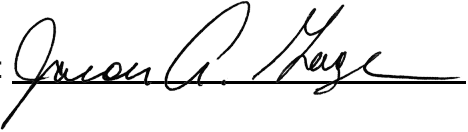
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 035

FILED: 02-02-21

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager, or his designee, to enter into Modification No. 1 to Contract #2020-1061, an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.


BACKGROUND INFORMATION: The City of Springfield ("City") and the School District of Springfield R-12 ("District") jointly entered into an Intergovernmental Agreement ("IGA") to share the costs of the third-party vendor for crossing guard services on September 25, 2020, per Special Ordinance 27391.

Upon the agreement modification between the City and the vendor Cross Safe on October 6, 2020, the IGA cost-sharing agreement between the City and the District needed to be amended to reflect the increased cost for the service.

The attached "Exhibit A" has been approved by and signed off on by the District.

Submitted by:

Approved by:



Collin Quigley, Deputy City Manager



Jason Gage, City Manager

MODIFICATION NO. 1 TO CONTRACT # 2020-1061

CITY	COMPANY
<p>CITY OF SPRINGFIELD/DIVISION OF PURCHASES</p> <p>840 BOONVILLE</p> <p>SPRINGFIELD, MO 65802</p> <p>PHONE: 417- FAX: 417-</p> <p>ATTN: COLLIN QUIGLEY</p> <p>DEPT.: CITY MANAGER'S OFFICE</p>	<p>SCHOOL DISTRICT OF SPRINGFIELD R-12</p> <p>1359 E. ST. LOUIS STREET</p> <p>SPRINGFIELD, Mo 65802</p> <p>PHONE: 417-523-0159 FAX: 417-523-0395</p> <p>ATTN: CAROL EMBREE</p>

Entered into this ____ day of _____, 20__, for good and valuable consideration, the undersigned hereby agree that this Modification shall become part of that certain Contract executed on the 25th day of September 2020 by the parties identified above.

The parties agree as follows:

1. Division of Costs. The division of costs for the third-party vendor crossing guard contract shall be as follows:

The annual cost of the crossing guard contract with the third-party vendor, based on twenty-eight (28) crossing locations within the city limits of Springfield, Missouri, is approximately One Hundred Fifty Thousand Nine-hundred Seventeen 89/100 Dollars (\$150,917.89) for crossing guard services during the School Term, as that term is defined by Section 160.011(9) RSMo.

- a. The City shall pay One Hundred Ten Thousand Eight and 94/100 Dollars (\$110,008.94) of the annual cost of the crossing guard contract with the third-party vendor. This amount shall be subject to a pro-rated adjustment if the Term of this Agreement is less than twelve (12) months.
- b. The School District shall pay Forty Thousand Nine Hundred Eight and 94/100 Dollars (\$40,908.94) of the annual cost of the crossing guard contract with the third-party vendor. This amount, or pro-rated amount, will be billed monthly by the City and paid by the School District within 30 days of the statement date.
- c. In the event that this Agreement is renewed for additional term(s) or if the parties mutually agree to increase the number of crossing locations within the City Limits of Springfield, Missouri, the parties mutually agree to each pay fifty percent (50%) of any increase, above the original contract amount One Hundred Forty Thousand Nine Hundred Dollars (\$140,900.00) and will pay 75% from the City, 25% from the School District for sums under the original amount for the third-party vendor contract for crossing guard services during the School Term.

- d. The City shall not be responsible for any funding of crossing guard services outside the city limits of Springfield, Missouri. The City shall not be responsible for the funding of the crossing guard services provided by the third-party vendor that occur outside of the School Term, including but not limited to Summer School.
- e. Other Responsibilities.
 - a. The School District shall be responsible for all crossing guard services that are located outside the city limits of Springfield, Missouri.
 - b. During the Term of this Agreement (or any renewal thereto) the School District shall be responsible for funding the crossing guard services contract with the third-party vendor for crossing guard services that are provided outside of the School Term. The School District shall pay approximately Twenty-Six Thousand Nine Hundred Thirty-four and 76/100 Dollars (\$26,934.76) or the actual cost of crossing guard services during Summer School to the City. To be billed monthly and paid by the School District within 30 days of the statement date.
 - c. The City shall be responsible for maintaining the contract with the third-party vendor for crossing guard services inside the city limits during the School Term and during the School District's Summer School session.

- 2. All other provisions of the aforementioned Contract shall remain in full force and effect.
- 3. This Modification together with the 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.

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

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: Carol L. Embree
 Carol L. Embree,
 Deputy Superintendent-Operations

NOV 17 2020
 BOARD APPROVED

APPROVED AS TO FORM

By: _____
 City Attorney or
 Assistant City Attorney

CITY OF SPRINGFIELD, MISSOURI

By: _____
 Collin Quigley, Assistant City Manager

