

ORDINANCE #68410
Board Bill No. 140
Committee Substitute

An Ordinance relating to a Memorandum of Agreement for services provided for the Information Technology Agency for the City, recommended by the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller of the City of St. Louis to enter into and execute a Memorandum of Agreement between the City and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District d/b/a "Metro," hereto attached and substantially in the same form as Exhibit A, which provides for the City to use Metro's information technology services as set forth in Exhibit A; containing a severability and emergency clause.

Whereas, the City of St. Louis operates an extensive Information Technology System;

Whereas, the Metro operates an extensive information technology system and possesses expertise and equipment that could be utilized by the City which the City does not presently possess.

Whereas, cooperation between the City and Metro would be beneficial to the operation of the City's Information Technology Agency.

Whereas, pursuant to Sections 70.210-70.325 RSMo municipalities and agencies of the state are authorized to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service;

Whereas, the execution and delivery by the City of this Agreement is authorized by Sections 70.210-70.325 RSMo, and has been authorized by City Ordinance No. _____(BB_____)

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. As recommended by the Board of Estimate and Apportionment, the Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City the Memorandum of Agreement, attached and substantially in the same form as Exhibit A and incorporated by reference, between the City and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District d/b/a "Metro."

SECTION TWO. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Memorandum of Agreement and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance after the effective date of this Ordinance.

SECTION THREE. The sections, conditions and provisions of this Ordinance or portions thereof shall be severable. If any section, condition or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION FOUR. This ordinance, being necessary for the immediate preservation of the public health and safety, is declared to be an emergency ordinance under Article IV Sections 19 and 20 of the City Charter.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2009, by and between THE BI-STATE DEVELOPMENT AGENCY OF MISSOURI-ILLINOIS METROPOLITAN DISTRICT, d/b/a "Metro" ("Metro"), a body politic and corporate organized and existing pursuant to an interstate compact, and the CITY OF ST. LOUIS, MISSOURI ("the City"), a city not within a county organized under the laws of the State of Missouri (hereinafter, these entities together are the "Parties"). The purpose of this Agreement is to memorialize the terms under which Metro will provide information technology services to the City.

RECITALS

1. Beginning on _____, Debra S. Erickson ("Erickson"), Metro's Vice President & Chief Information Officer will act as consultant to Technology for the City. Erickson will work for the City in this capacity for a minimum of 20 hours per week.

2. Erickson’s services will be provided on City premises in accordance with a schedule to be determined by the Parties. Metro will bill the City at a rate of \$90.00 per hour for such services.
3. Erickson shall provide within two weeks following execution of Agreement a plan for the Information Technology Services Agency including specific deliverables, projects recommendations, and time frame. This plan shall be approved by the appropriate agents of the City.
4. Neither Erickson nor the plan shall in any way decrease the independence or autonomy of the City’s Information Technology Services Agency.
5. Upon advance written approval by the City of a “task order”, Erickson may utilize other Metro employees to provide additional information technology services to the City on an as needed basis. The City’s approval shall include authorization of the hours and the rates per hour agreed upon by the Parties for said task.
6. Any person from Metro who consults with or performs work for the City’s Information Technology Services Agency shall at all times remain as an employee of Metro and shall not be considered as the City’s agent or as a contract employee of the City.
7. From time to time, as needed, Metro may supply equipment or parts from its own inventory that are needed for the continued operation of the City’s computer systems and network, or that are required for the completion of a task order approved by the City. In such an event, the City agrees to replace such equipment or parts in Metro’s inventory within two weeks following the date on which such equipment or part was installed onto the City’s system.
8. Metro shall bill the City monthly for the information technology services provided during the prior month. All invoices shall include time sheets signed by an authorized representative of the City.
9. Metro shall be entitled to charge, and the City shall be liable to pay, interest on the balance of any invoice or invoices that remains unpaid 60 days following the billing date. The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.
10. Either Party may terminate this Agreement at any time by providing the other Party with a 30-day written notice of termination. This Agreement shall terminate no later than 4 months after execution of Agreement.
11. If a Party sends a termination notice at a time when the completion of any task being performed by Metro would require greater than 30 days, and the completion of such task is critical to the continued operation of the City’s computer systems and network, the Parties shall agree to the terms upon which said task will be either by completed by Metro, or under which Metro will cooperate with a successor entity to complete the task.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND INTENDED TO BE LEGALLY BOUND BY THE OBLIGATIONS AND RESPONSIBILITIES RECITED HEREIN, THE PARTIES INDICATE THEIR AGREEMENT HERETO:

_____ Date

President & CEO
Bi-State Development Agency of the
Missouri-Illinois Metropolitan District

Approved: July 15, 2009