

MAY 17 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0518

ORDINANCE NO.: 24- 0226

INTRODUCED BY: COUNCIL MEMBER (s) G. Noetke

1 **AN ORDINANCE AUTHORIZING THE JEFFERSON COUNTY,**
 2 **MISSOURI, COUNTY EXECUTIVE TO EXECUTE THE CONSTRUCTION**
 3 **COST SHARING AGREEMENT BETWEEN ROCK TOWNSHIP AMBULANCE**
 4 **DISTRICT AND JEFFERSON COUNTY FOR REAL PROPERTY LOCATED AT**
 5 **3057 LIONS DEN ROAD, IMPERIAL, MISSOURI; AND AUTHORIZING THE**
 6 **COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
 7 **CONTRACTS TO EFFECTUATE THE CONSTRUCTION COST SHARING**
 8 **AGREEMENT WITH ROCK TOWNSHIP AMBULANCE DISTRICT.**

9 **WHEREAS,** the Jefferson County Sheriff’s Department has operated an East Zone
 10 office in the same area for a period of years and now requires additional space to provide
 11 for the effective and efficient operations of the East Zone office; and

12 **WHEREAS,** Rock Township Ambulance District (“the District”) has obtained
 13 certain real estate, at 3057 Lions Den Road, consisting of approximately 6.40 acres, located
 14 in Jefferson County, Missouri, for the purpose of constructing a new House building at that
 15 location to serve the people that need ambulance services within the District; and

16 **WHEREAS,** the Jefferson County Sheriff’s Department, a department of the
 17 County, has the need to construct an East Zone office in Jefferson County, Missouri and
 18 intends to locate that satellite office on the aforementioned property obtained by the
 19 District; and

1 **WHEREAS**, the District and the County recognize that certain cost savings and
2 efficiencies would be realized if both the District and the County constructed a building
3 which would serve as an additional ambulance House and as an additional satellite office
4 for the Jefferson County Sheriff's Department; and

5 **WHEREAS**, Section 190.060 of the Revised Statutes of the State of Missouri
6 empowers the District to enter into contracts for professional services necessary or
7 desirable for the accomplishment of the objects of the district, the proper administration,
8 management, protection or control of its property; and

9 **WHEREAS**, Section 3.4.2.22 of the Home Rule Charter of Jefferson County,
10 Missouri empowers the County to cooperate or join by contract or otherwise with any
11 special district for the planning, development, construction, acquisition, or operation of any
12 public improvement or facility, or for a common service; and

13 **WHEREAS**, the District has already retained an architectural firm, after
14 completing a competitive bidding process, selecting FGM Architects as the architectural
15 firm that will be designing the building located on the property obtained by the District;
16 and

17 **WHEREAS**, political subdivisions in the State of Missouri may cooperate with
18 each other for the planning, development, construction, acquisition or operation of any
19 public improvement or facility as authorized by Section 70.220 of the Revised Statutes of
20 the State of Missouri; and

21 **WHEREAS**, both the District and County have previously determined that it is in
22 the best interest of both political subdivisions, and the taxpayers for the District and

1 County, to enter into an Intergovernmental Agreement to share the costs of the design of
2 the facilities on the property obtained by the District; and

3 **WHEREAS**, the Jefferson County Sheriff’s Department has sufficient reserve
4 funds to pre-pay the lease for a period of Three Hundred (300) months (or 25 years)
5 which represents the cost of the construction of the satellite office; and

6 **WHEREAS**, the Jefferson County Council has previously authorized the allocation
7 of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) from the reserve funds
8 of the Jefferson County Sheriff’s Department for use to cover construction costs; and

9 **WHEREAS**, Rock Township Ambulance District and Jefferson County, Missouri
10 are in agreement that the funding provided by Jefferson County for its proportionate share
11 of the construction will represent the consideration for rental payments for a period of
12 Three Hundred (300) months (or 25 years); and

13 **WHEREAS**, the Jefferson County, Missouri, Council (“Council”), finds it is the
14 best interests of the County to enter into the construction cost sharing agreement for
15 property located at 3057 Lions Den Road, Imperial, Missouri with Rock Township
16 Ambulance.

17 **NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,**
18 **MISSOURI, COUNCIL, AS FOLLOWS:**

19 Section 1. The Jefferson County, Missouri, Council hereby authorizes the
20 County Executive to execute the construction cost sharing agreement, incorporated herein
21 by reference and attached as Exhibit A subject to budgetary limitations.

1 Section 2. The County Executive is further authorized to take any and all
2 actions necessary to carry out the intent of this Ordinance.

3 Section 3. Copies of the construction cost sharing agreement and any other
4 contracts or agreements associated therewith shall be maintained by the Department of the
5 County Clerk consistent with the rules and procedures for the maintenance and retention
6 of records as promulgated by the Secretary of State.

7 Section 4. This Ordinance shall be in full effect from and after the date of its
8 enactment and passage. If any part of this Ordinance is invalid for any reason, such
9 invalidity shall not affect the remainder of this Ordinance.

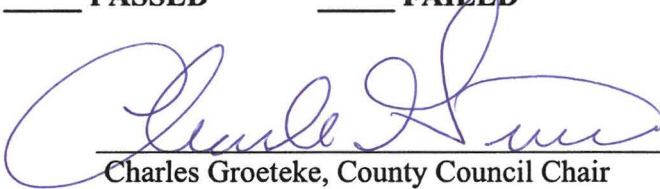
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THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 13 DAY OF May, 2024:

PASSED **FAILED**



Charles Groeteke, County Council Chair



Cherlynn Boyer, Council Executive Assistant

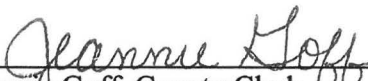
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 17 DAY OF May, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

BY: 

First Reading: 05-13-2024



ORDINANCE NO.

24-0276

NEW CONSTRUCTION COST SHARING AGREEMENT

BETWEEN

ROCK TOWNSHIP AMBULANCE DISTRICT

AND

JEFFERSON COUNTY MISSOURI

LOCATION OF CONSTRUCTION

3057 LIONS DEN ROAD

IMPERIAL, MISSOURI 63052

Construction Cost Sharing Agreement

This construction cost sharing agreement (“Agreement”) made as of this 28th day of March, 2024, by and between Rock Township Ambulance District (hereinafter “RTAD”) a political subdivision of the State of Missouri and Jefferson County, Missouri (hereinafter “County”), a political subdivision of the State of Missouri.

WITNESSETH

Article I - Intent

RTAD is constructing Ambulance District #5 consistent with plans prepared by FGM Architects and dated December 19, 2023. The plan was developed by FGM Architects with input from RTAD and County and the Jefferson County Sheriff’s Department in part to serve the needs of the Jefferson County Sheriff’s Department. RTAD and County anticipate that County will lease approximately 4,577 square feet of the total structure for exclusive use by the Jefferson County Sheriff’s Office as a Zone Office with allowances to utilize a shared area of approximately 2,051 square feet. RTAD and County anticipate that the Jefferson County Sheriff’s Department will utilize approximately thirty eight percent (38%) of the total space. A copy of such plan as prepared by FGM Architects is attached hereto as Exhibit A – Site Plan.

Article II – Contribution Costs as consideration for Future Total Rent and Occupancy

RTAD and County agree that County will contribute to the cost of the construction of Ambulance District #5, as specified in this Agreement, and the said amount expended by County will be applied as the total amount of rent which would be owed to RTAD for use of the demised premises by County.

Article III – County Contribution Limitation and Lease Term

County agrees to expend no more than Three Million Five Hundred Thousand Dollars (\$3,500,000.00) toward the construction of Ambulance District #5, subject to budgetary limitations, unless otherwise agreed to by the parties in writing and approved by the RTAD board of directors and the Jefferson County, Missouri, Council. County's said contribution toward construction costs is to be applied as the total rent which would be paid by County for a lease of the demised premises with a three hundred (300) month leasehold, which terms are to be in a separate lease agreement.

Article IV – Payment of Invoices, Right of Inspection and Lien Waivers

RTAD will submit invoices to County as construction progresses. After presentment of invoice for payment, County has the right to inspect the construction in order to confirm that the tasks for which payment is requested have been performed to the satisfaction of the County. If the tasks have been performed to the satisfaction of County, then County will pay thirty eight percent (38%) of such invoice, made payable to RTAD within thirty (30) days of presentation of such invoice.

In the event that County determines that such tasks have not been performed as stated in the invoice, it shall notify RTAD in writing promptly. RTAD shall notify County as soon as practicable with a timetable to correct such errors or deficiencies and upon completion notify County of said completion. Thereafter, County will have ten (10) days to inspect the construction site to confirm correction of errors or deficiencies. If the tasks have been corrected to the satisfaction of County, then County will pay thirty eight percent (38%) of such invoice, made payable to RTAD within thirty (30) days of the correction being confirmed by County.

RTAD will within thirty days of payment by County present County with a lien waiver for the materials and labor as contained in such invoice within.

Article V – Allocation of Costs

The construction of Ambulance District #5 shall be performed by the contractor and sub-contractors as selected by RTAD. The parties agree that the costs associated with any change orders approved during the construction process shall be paid by the party requesting the change order. In the event that RTAD and County have both requested and agreed to the change order, then RTAD shall pay Sixty Two Percent (62%) and County shall pay Thirty Eight Percent (38%) of the change order costs, unless the parties agree to a different payment arrangement in writing.

Article VI – Non-Assignment

Notwithstanding any other provisions of this Agreement, each party covenants and agrees that it will not assign this Agreement nor any part thereof (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part without in each instance having first received the express written consent of the other party.

Article VII – No Waiver of Rights

Failure on the part of RTAD or County to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by that party of any of its rights hereunder. No waiver at any time of any of the provisions hereof by RTAD or County shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of RTAD or County to or of any action by the other requiring that party's consent or approval shall not be deemed to waive or render unnecessary that party's consent or approval to or of any subsequent similar act by the other.

Article VIII - Status

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, upon the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this Agreement. Without limiting the generality of the foregoing, County specifically agrees to promptly acknowledge, upon proper evidence thereof, as to the satisfaction of the requirements with respect to construction, timelines, and other matters by RTAD and the contractor, save and except for such matters as County may wish to set forth specifically in said statement.

Article IX – Invalidity of Provisions

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article X – Binding Provisions

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of RTAD and County. Each term and each provision of this Agreement to be performed by RTAD and/or County shall be construed to be both a covenant and a condition.

Article XI – Governing Law

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Missouri as the same may from time to time exist. Venue for any action arising under this Agreement shall be in Jefferson County, Missouri.

Article XII - Notices

Whenever by the terms of this Agreement notice, demand, or other communication shall or may be given either to RTAD or to County, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

If intended for RTAD, addressed to it at:

Rock Township Ambulance District
6707 ST LUKES CHURCH RD
BARNHART, MO 63012
Attention: Chief Appleton

If intended for County, addressed to it at:

Jefferson County Executive
729 Maple Street
PO Box 100
Hillsboro, Missouri 63050
And

Jefferson County
Attn: County Counselor
PO Box 100
729 Maple Street
Hillsboro, Missouri 63050

All such notices shall be effective upon delivery, attempted delivery or refusal (whichever shall first occur) at the address to which the same were sent.

Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that such attorney is authorized to act on behalf of such party.

Article XIII – When Agreement is Binding

All negotiations, considerations, representations, and understandings between RTAD and County are incorporated herein in this Agreement and may be modified or altered only by agreement in writing executed by both RTAD and County, and no act or omission of any employee or agent of RTAD shall alter, change, or modify any of the provisions hereof.

Article XIV - Headings

The article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Article XV – Force Majeure

Neither RTAD nor County shall be liable for failure to perform any obligation under this Agreement, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

Article XVI – Time of the Essence

Time is of the essence of this Agreement and each and all of its provisions.

WITNESS the execution hereof under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

“COUNTY”:

Jefferson County, Missouri

“RTAD”:

Rock Township Ambulance District

BY: Dennis J Gannon
Name: Dennis J. Gannon
Title: County Executive

BY: Jerry Appleton
Name: Jerry Appleton
Title: Chief

STATE OF Missouri)
) ss:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 17 day of May, 2024 by Dennis J Gannon, the County Executive of Jefferson County Missouri, on behalf of the County.

Notary Public Jordan Joelle Teague



STATE OF MISSOURI)
) ss:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 28th day of March, 2024, by Jerry Appleton on behalf of Rock Township Ambulance District.

Notary Public Sheila Mary Buchheit

