

BILL NO. 23-78

ORDINANCE NO. 5432

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF CRESTWOOD, MISSOURI, AND FRANK ARNOLDY FOR VOLUNTEER SERVICES, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, Frank Arnoldy retired from his position as the City of Crestwood's (the "City") Police Chief in February 2018 and has since supported the City as a leader and member of the Region C Incident Support Team ("IST"); and

WHEREAS, on January 9, 2018 and October 27, 2020, the City's Board of Aldermen approved a Voluntary Services Agreement between the City and Chief Arnoldy to continue to represent the City as a leader and member of the Region C IST; and

WHEREAS, Chief Arnoldy desires to continue to donate his time without compensation as a leader and member of the Region C IST, in addition, to any response team the City sees fit; and

WHEREAS, City staff believes that Chief Arnoldy has the requisite skills and abilities to continue to fulfill the obligations of the City's representative to the Region C IST and recommends the approval of a Volunteer Services Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CRESTWOOD, MISSOURI, AS FOLLOWS:

SECTION 1: The proposed agreement with Frank Arnoldy for volunteer services related to the City's Region C IST activities is hereby approved as attached hereto as Exhibit A and made a part hereof.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the City and to take further action as may be reasonably necessary to carry out the intent and purposes of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

PASSED AND SIGNED this 27th day of February, 2024.



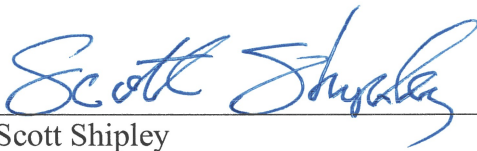
Mayor Scott Shipley

ATTEST:



City Clerk

APPROVED this 27th day of February, 2024.



Mayor Scott Shipley

EXHIBIT A

VOLUNTEER SERVICES AGREEMENT

This Volunteer Services Agreement (the “Agreement”) is made on February 27, 2024 (the “Effective Date”), by and between the City of Crestwood, Missouri (“City”), with its principal address at One Detjen Drive, Crestwood, Missouri, and Frank Arnoldy, a City resident with an address at 8929 Manda Lane, Crestwood, Missouri 63126 (“Volunteer”).

WHEREAS, the Federal Emergency Management Agency promotes nationwide implementation of the Incident Management Teams or Incident Support Teams (“IST”) program, which consists of interdisciplinary teams of trained responders who have been trained to respond to large scale emergencies in their communities, in the region, in the State of Missouri, and in the United States when called upon; and

WHEREAS, City has actively supported the IST concept and has supported the participation of members of the City Police and Fire Departments in the Missouri Region C IST. City Police and Fire Chiefs have historically held management positions in this organization and have responded to incidents and events in the City, region, and State; and

WHEREAS, on January 9, 2018 and October 27, 2020, the City Board of Aldermen approved a Volunteer Services Agreement to allow Volunteer to continue to represent the City; and

WHEREAS, Volunteer retired from his position as City Police Chief in February 2018 and began donating his time without compensation to continue to represent City as a leader and member of the Region C IST, leader and instructor of the City’s Community Emergency Response Team (“CERT”) program, and planner for the City’s COVID-19 Documentation Unit Leaders following his retirement; and

WHEREAS, Volunteer desires to continue to support the City as a leader and member of the Region C IST, and member of any other program as the City sees fit; and

WHEREAS, Volunteer has the requisite skills and abilities to fulfill the obligations of City’s representative to the Region C IST.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements herein contained, the parties do hereby agree as follows:

1. Volunteer agrees to represent City as a member of the Region C Incident Support Team, participate in Region C IST activities, and participate in any response team as the City sees fit (“Services”). Volunteer affirms that the Services are offered freely and without pressure or coercion, direct or implied, from City. It is understood that Volunteer will neither accept nor claim entitlement to any compensation, salary, or benefits of employment from the City, including but not limited to, health and welfare benefits, retirement benefits, travel expenses, or any other form of compensation of any kind from City for performance of the Services, except as expressly agreed herein. Volunteer is exempt from the minimum wage and maximum hour working provisions of the Fair Labor Standards Act.

2. It is mutually agreed that Volunteer is an independent contractor and will exercise complete control over his actions in performing the above described services. Nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between City and Volunteer.

3. Volunteer understands and agrees that any injuries he sustains in the course and within the scope of his performance of the Services under this Agreement shall be included within the scope of workers' compensation coverage maintained by City, to the same extent as injuries sustained by a City employee. Volunteer further understands and agrees that his sole remedy for any injury that he may sustain, which is covered by workers' compensation, shall be through City's workers' compensation coverage. Volunteer, on behalf of himself, his heirs and his representatives, agrees to waive any other right or remedy that he, or his heirs or representatives, may have available to him against City, or its Board, officers, representatives, agents or employees for any injury occurring during the course and within the scope of his performance of the Services, whether caused by the negligence, action, or inaction of City or persons acting on its behalf. By execution and performance of this Agreement, City does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of City, and its Board, officers, directors, servants, employees, agents, successors or assigns.

4. Volunteer understands that he is afforded the same coverage as a City employee under the City's general liability insurance policy when acting in the course and within the scope of his performance of the Services. Volunteer further understands and agrees that intentional or criminal misconduct is not protected or covered by the City's general liability insurance.

5. The term of this Agreement will be for a period of three (3) years, commencing on the Effective Date and expiring on February __, 2027, unless terminated earlier. Either party may terminate this Agreement at any time, with or without cause, and with or without advanced notice. The parties may mutually agree to extend this Agreement in writing.

6. Volunteer shall comply with City's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Volunteer in performing the Services pursuant to this Agreement.

7. This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature below.

CITY OF CRESTWOOD, MISSOURI

By: Scott Shipley
Mayor Scott Shipley

ATTEST:

Heidi
City Clerk

VOLUNTEER:

By: Frank Arnoldy
Frank Arnoldy

ATTEST:

Janet