

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WARRENTON, MISSOURI AND WARRENTON FIRE PROTECTION DISTRICT**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton a memorandum of understanding with the Warrenton Fire Protection District for use of the Fire District facilities during emergency weather. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which no further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

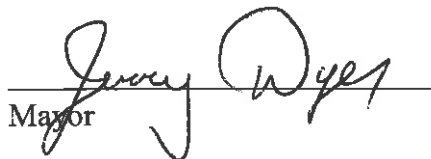
SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

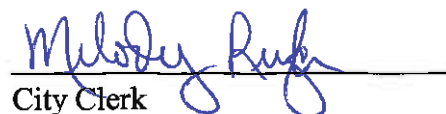
READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 4<sup>th</sup> day of March, 2014.

  
\_\_\_\_\_  
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 4<sup>th</sup> day of March, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

MEMORANDUM OF UNDERSTANDING  
FOR USE OF FIRE DISTRICT FACILITIES DURING EMERGENCY WEATHER

This Memorandum of Understanding (this "MOU") is entered into effective as of 2-18-2014 (the "Effective Date"), by and between the WARRENTON FIRE PROTECTION DISTRICT (the "District"), a special district of the State of Missouri, and THE CITY OF WARRENTON (the "City"), a municipal corporation of the State of Missouri (collectively, the "Parties").

WHEREAS, during emergency weather events, the City has a need for overnight lodging for City employees; and,

WHEREAS, the District possesses an adequate, conveniently located facility equipped with beds, cots and kitchen facilities in Firehouse No. 2, located at 26625 S. State Highway 47, for the purpose of housing City employees during emergency weather events (the "District Facility"); and,

WHEREAS, the District and the City agree that City employees will be allowed to use available beds at the District Facility during emergency weather events.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **License:** Subject to terms and conditions of this MOU, the District hereby grants to the City a non-exclusive license to access and utilize the available District Facility beds, cots, showers, refrigerator, kitchen facilities and bathrooms. In consideration of this non-exclusive license, no monies shall be exchanged between the Parties for use of District Facilities or for any utilities, such as gas, electric and water normally associated with housing of individuals at the District Facility.
2. **Term:** The term of this Agreement shall be one (1) year from the Effective Date and shall automatically renew successively for one (1) year terms, for a maximum of six (6) years, unless written notice of either party's intent to terminate the Agreement is provided at least thirty (30) days prior to termination of the Agreement.
3. **Facility Access:** The non-exclusive license granted herein shall be subject to the availability of beds and/or cots at the District Facility. The City shall be

entitled to access the District Facility through entrance(s) designated by the District's Fire Chief, or the District's designated representative, upon verbal permission to the City's Chief of Police or City designee during emergency weather events. Upon execution of the MOU, the Chief of Police or the City's designee shall be provided a door access code for the exclusive use of the District Facility during emergency weather events.

4. **Facility Use:** The City shall take all precautions to properly supervise and manage employee's use of the District Facility as necessary for public safety and for the safety of all persons located at the District Facility. The City shall use reasonable efforts to minimize the interruption of District activities within the Facility and shall observe all District regulations, including, without limitation, all policies, security measures and parking requirements. The City shall be responsible to the District for property damage, maintenance and or loss attributable to the City's use of the District Facility.
5. **Conformity With Law:** The City's use of the District Facility shall be in conformity with and at all times be in compliance with all local, state and federal laws, statutes, rules, and regulations pertaining thereto.
6. **Notices:** All notices or other communication provided for under this agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

Warrenton Fire Protection District:

Michael D. Owenby, Fire Chief  
606 Fairgrounds Rd.  
Warrenton, MO 63383

City of Warrenton:

Terri Thorn, Director of Operations  
200 West Booneslick  
Warrenton, MO 63383

7. Counterparts: This agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.

8. Review: Each party has had the opportunity to review this agreement with their legal, tax, or other advisors. Each party has carefully and fully read this agreement and understands all of its rights and alternatives. In executing this agreement, each party acknowledges that its decisions and actions are entirely voluntary and free from any mental, physical, or economic distress.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date written above. In entering into the Agreement, neither party is waiving their right to sovereign or official immunity.

Warrenton Fire Protection District

By: Steve Reese

Name: Steve Reese

Title: President of Board of Directors

City of Warrenton

By: Jerry Dyer

Name: JERRY DYER

Title: MAYOR