

**BILL NO. 19-15**

**ORDINANCE NO. 2226**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN WARREN COUNTY COUNCIL ON AGING AND THE CITY OF WARRENTON, MISSOURI**

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

SECTION I. That the City of Warrenton, Missouri enter into an agreement with Warren County Council on Aging, under the terms and conditions as set forth in the contract attached hereto and made a part of this Ordinance by reference.

SECTION II. That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract from July 1, 2015 thru June 30, 2016 and to do all things necessary to complete this transaction.

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 All ordinances or parts of ordinances in conflict with the Ordinance are hereby repealed.

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

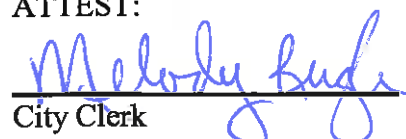
READ TWO TIMES AND PASSED by the Board of Alderman of the City of Warrenton, Missouri, this 16<sup>th</sup> day of June, 2015.

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

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 16<sup>th</sup> day of June, 2015.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

**SERVICE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Warrenton, Missouri, a municipal corporation, hereinafter called CITY and the Warren County Council on Aging, a Missouri not-for-profit corporation, hereinafter called COUNCIL.

**WITNESSETH:**

In consideration of the premises and of the mutual promises, covenants, and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged and confessed, the parties hereto do mutually promise, covenant, and agree as follows:

1. The term of this agreement shall be for one year commencing on July 1, 2015 and extending through the 30<sup>th</sup> day of June, 2016.
2. During the term of this agreement Council shall prepare and deliver meals to homebound senior citizens residing in the City of Warrenton.
3. The City shall pay to the Council \$1.50 per meal, not to exceed \$8,000.00. Bills based on daily meals served shall be submitted to the City by the Council on a quarterly basis.
4. Council shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action which may be sustained or asserted against said City as the result, directly or indirectly or in any manner, of the performance or failure of performance on the part of the Council.
5. This agreement shall not be assignable or transferable by the Council, nor shall any services be performed by a subcontractor or contractor without the consent, in writing, of the City.
6. Any notice or demand provided for herein shall be delivered to the party to be served in person or mailed to said party by regular United States Mail, postage prepaid, addressed to Council at 501 Ashland Avenue, Warrenton, Missouri 63383 or to the City addressed to 200 West Booneslick, Warrenton, Missouri 63383 and the same shall be postmarked so as to reach the parties in ordinary course of mail prior to the time that any such notice or demand must be given.
7. IN WITNESS WHEREOF, the parties hereto have executed that agreement the day and year first above.

City of Warrenton, Missouri

By *CW Schleuter*  
Mayor

Attest:

*Melody High*  
City Clerk

WARREN COUNTY COUNCIL ON AGING

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary