

BILL NO.: 4926

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SALVATION ARMY

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** That the City Manager is hereby authorized to enter into and execute a Hold Harmless Agreement with Salvation Army for training with North County training Association.
- Section 2.** The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its passage.

1st Reading this _____ day of _____ 2023

2nd Reading this _____ day of _____ 2023

3rd Reading, PASSED and APPROVED, this _____ **day of** _____ **2023**

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

MEMORANDUM



TO: Honorable Mayor Babatunde Dienbo &
Honorable City Council Members

THRU: Nathan Mai-Lombardo, City Manager

FROM: Chief James *Linhardt*, Berkeley Fire Department

DATE: February 28, 2022

SUBJECT: Hold Harmless Agreement to attend training

Recommendation: The Fire Department is requesting to have the hold harmless agreement approved and signed. This will allow the Fire Department to attend Mutual Aid North County training that is scheduled at The Salvation Army building 10634 St. Charles Rock Road St. Ann Mo 63074.

Background: The Fire Department currently attends mutual aid training throughout the county depending on the type of training. The training for the upcoming month is for "large area search" and this requires use of a large warehouse. The Salvation Army was kind enough to allow us to use their building for this training. With the use of the building, they have requested to have hold harmless agreements signed by all participating departments.

Supporting Info: The document has been reviewed by myself along with city attorney Donnell Smith.

Potential Objection: None foreseen

Staff Reference: If you have any questions, please feel free to contact me at (314) 400.3600 or email Linhardt@ci.berkeley.mo.us

State of Missouri

HOLD HARMLESS (INDEMNITY) AGREEMENT

This Hold Harmless (Indemnity) Agreement (this "Agreement") is made as of this 21st day of February, 2023 (the "Effective Date") by and among/between:

Indemnitor(s): Salvation Army, located at 10634 St. Charles Rock Rd. St. Ann Mo 63074 [Address] (individually and collectively, "Indemnitor"), and

Indemnitee(s): _____, (individually and collectively, "Indemnitee").

Indemnitor shall include all of their respective (Check all that apply) owners directors officers employees agents contractors subcontractors representatives invitees volunteers other: _____ as applicable.

Indemnitee shall include all of their respective (Check all that apply) owners directors officers employees agents contractors subcontractors representatives invitees volunteers other: _____ as applicable.

Indemnitor and Indemnitee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, Indemnitor has agreed to Allow North County Training Association and its Department/Districts to use the above mentioned location to conduct training for the month of March 2023

_____ [Description of activity/event giving rise to indemnity] (in accordance with the _____ [Agreement title related to activity/event]) dated _____ (the "Activity").

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

1. Indemnification. To the extent permitted by law, Indemnitor will indemnify, defend and hold harmless Indemnitee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to: (Check one)

- (All acts) The Activity.
- (All acts, except those by third parties) Any act or omission by Indemnitee or Indemnitor in connection with the performance of the Activity.
- (Only acts by the protecting party) Any act or omission by the Indemnitor in connection with the performance of the Activity.



IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the first date written above.

SIGNATURES

_____ Indemnitor Signature	_____ Indemnitor Full Name
_____ Indemnitor Signature	_____ Indemnitor Full Name
_____ Indemnatee Signature	_____ Indemnatee Full Name
_____ Indemnatee Signature	_____ Indemnatee Full Name

