

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 06<sup>th</sup> day of March 2023  
2nd Reading this 06<sup>th</sup> day of March 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

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**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](mailto: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**

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**Indemnitor Signature**

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**Indemnitor Full Name**

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**Indemnitor Signature**

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**Indemnitor Full Name**

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**Indemnatee Signature**

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**Indemnatee Full Name**

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**Indemnatee Signature**

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**Indemnatee Full Name**

