

MUNICIPAL ORDER 6-2020

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF OWENSBORO AND DAVIESS COUNTY FISCAL COURT FOR USE OF THE WALTER FREEMAN FIRE TRAINING FACILITY.

WHEREAS, the City owns the Walter Freeman Fire Training Facility and through Memoranda of Agreement has authorized the Daviess County Fiscal Court and its subsidiaries and divisions, the Daviess County Fire Department, Daviess County Sheriff, and Daviess County Emergency Management, to utilize the facility for their training needs; and

WHEREAS, the City and County seek to renew and update their training agreement for an additional five (5) years by entering into a new Memorandum of Agreement.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. That the Mayor be, and he hereby is, authorized and directed to execute a new five (5) year Memorandum of Agreement by and between the City of Owensboro and Daviess County Fiscal Court for use of the Walter Freeman Fire Training Facility. A copy of the Memorandum of Agreement is attached hereto.

Section 2. That the Mayor be, and he hereby is authorized and directed to execute any and all other agreements, instruments, or documents necessary and appropriate to effectuate and implement this Agreement between the City of Owensboro and Daviess County.

**INTRODUCED, PUBLICLY READ, AND FINALLY APPROVED ON ONE
READING**, this the 3rd day of March, 2020.

Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk

CITY OF OWENSBORO
FIRE TRAINING FACILITY USE AGREEMENT

This Fire Training Facility Use Agreement, made and entered into on this the ____ day of _____, 2020 by and between THE CITY OF OWENSBORO, KENTUCKY, a municipal corporation, 101 East Fourth Street, P.O. Box 10003, Owensboro, Kentucky 42302-9003 (hereinafter referred to as "CITY"), and the DAVIESS COUNTY FISCAL COURT and its Subsidiary and Divisions in particular DAVIESS COUNTY FIRE DEPARTMENT, DAVIESS COUNTY SHERIFF, AND DAVIESS COUNTY EMERGENCY MANAGEMENT (hereinafter referred to as "COUNTY"), collectively the "Parties".

WHEREAS, there is a mutual interest to utilize the City of Owensboro Walter Freeman Fire Training Center to provide training for Fire, Rescue, Emergency Medical Services, and other Emergency Response personnel for both the CITY and the regional area; and

WHEREAS, the purpose of this agreement is to set forth the relative rights and obligations of the Parties in clear and concise terms and thereby provide for the effective and consistent use of and access to the City of Owensboro Walter Freeman Fire Training Center located at 1323 Daviess Street, Owensboro, Kentucky.

NOW THEREFORE, that for and in consideration of the above recitals and other good and valuable consideration, including the terms, covenants and conditions set forth hereinbelow, the CITY and COUNTY acknowledge, covenant and agree as follows:

1. **Use of facility**: CITY hereby allows and grants the use of the City of Owensboro Walter Freeman Fire Training Facility, which is owned by the CITY, during the term of the Agreement, on terms and conditions set forth herein.
2. **Term**: This Agreement shall commence upon its execution by the Parties and shall remain in effect for a period of five (5) years.
3. **Schedule**: The COUNTY shall schedule the use of the facility through the City of Owensboro Fire Chief or his/her designee. The City of Owensboro Fire Department retains primary use of and scheduling for the facility.
4. **Maintenance of Buildings and Grounds**: The CITY will continue to maintain the buildings and grounds, however the COUNTY will repair, caused to be repaired, or fund the repair of any damage caused by equipment or those personnel under the direct supervision or involved in the COUNTY programs. The COUNTY will make sure the facilities have been appropriately cleaned after each facility use.

5. **Terms and Conditions Regarding Use of City Facilities:**
- A. Classroom: The COUNTY shall be permitted to use, within the schedule as approved by the Owensboro Fire Chief, the classroom building to conduct courses, workshops or seminars.
 - B. Training Center Grounds: The COUNTY shall be permitted to utilize the training grounds and facilities, upon schedule and approval of the Owensboro Fire Chief, for the purpose of training college students, and/or for the purpose of fire, rescue, EMS or other emergency response training for regional emergency response agencies.
 - C. The CITY reserves the right, in its sole discretion, to prohibit or deny any program or event.
 - D. The COUNTY, its officials, employees, representatives, agents, volunteers, invitees, or training and/or program participants shall abide by all City and Owensboro Walter Freeman Fire Training Center safety rules and regulations.
 - E. Since the use of a city facility shall give the public perception of a city event at the location, the COUNTY, its officials, employees, representatives, agents, volunteers, invitees, or training and/or program participants/students shall abide by all City and Owensboro Fire Department professionalism and Code of Conduct. The CITY will retain the right to have the COUNTY remove any of the above that violate the same.
6. **Indemnification:** The COUNTY agrees to indemnify and forever hold harmless, the City of Owensboro, its officials, officers, employees, contractors and/or volunteers from and against any and all claims, suits, actions, damages and/or causes of action, brought by any person, corporation or other entity, which arises out of any acts, omissions or use of said property/facility by the COUNTY or its officials, employees, contractors, participants, students, attendees, volunteers or invitees attending any activity or event on the premise during the term of this Agreement, for any personal injury, loss of life and/or property damage and from and against all costs, expenses and liability incurred or order of judgment entered as a result of any such claim, the investigation thereof or defense of any action, including attorney's fees.
7. **Insurance:** The COUNTY will provide to the CITY on an annual basis during the term of the Agreement a Certificate of Liability Insurance written on an occurrence basis, with a combined minimum single-limit liability of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The CITY understands and confirms through this Agreement that CERT trainees and volunteer firefighters have Workers' Compensation coverage under the State of Kentucky by statute. The COUNTY agrees that the CITY will in no way be a party or subject to liability of any such related injuries or processes.

8. **User Fee/Exchange of Services:** During the term of the Agreement the COUNTY will not be required to pay a user fee for the facility use for non-profit related training, however the Owensboro Fire Department shall be invited to participate, at no cost, to any such training hosted by the COUNTY at the facility.

AGREEMENT

There are no promises, representations, covenants, undertakings, restrictions or conditions, other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this FIRE TRAINING FACILITY USE AGREEMENT as of the day and year first hereinabove written.

CITY OF OWENSBORO, KENTUCKY

By: _____
Thomas H. Watson, Mayor

Date: _____

DAVIESS COUNTY FISCAL COURT

By: _____
Al Mattingly, Judge/Executive

Date: _____