

## **MUNICIPAL ORDER 34-2020**

### **A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OWENSBORO, DAVIESS COUNTY FISCAL COURT, AND OWENSBORO CHRISTIAN CHURCH PROVIDING FOR THE COST OF SECURITY, LIABILITY INSURANCE, AND BUS TICKETS TO THE CHURCH DURING WHITE FLAG EVENTS OCCURING DURING THE WINTER OF 2020-2021.**

**WHEREAS**, in 2018 the City entered into a Memorandum of Agreement to provide funding to St. Benedict's Homeless Shelter for White Flag Events in Owensboro which occur when the National Weather Service forecasts that any local ambient temperature or wind chill will reach or drop below 15 degrees Fahrenheit during the overnight period from 4:00 p.m. to 6:00 a.m.; and

**WHEREAS**, Owensboro Christian Church (OCC) has agreed to provide additional shelter to homeless people at its facility at 2818 New Hartford Road in Owensboro during White Flag Events; and

**WHEREAS**, the City seeks to enter into a new Memorandum of Agreement, whereby it will help provide the cost of security, liability insurance, and bus tickets to OCC in order to provide safe, secure, and hospitable temporary overnight accommodations during severe cold weather for vulnerable adults and children. A copy of the Memorandum of Agreement is attached hereto.

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

**Section 1.** That the Mayor of the City of Owensboro, be, and he hereby is, authorized and directed to execute a Memorandum of Agreement, by and between the

City of Owensboro, Daviess County Fiscal Court, and Owensboro Christian Church to provide for the costs of:

- (1) Security at OCC during White Flag Events during 2020-2021;
- (2) Liability insurance; and
- (3) Bus tickets to OCC during White Flag Events.

**Section 2.** That the Mayor, City Manager, and appropriate staff members are hereby authorized to sign any and all other documents deemed necessary to the furtherance of the authority outlined herein.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING,** this the 17th day of November, 2020.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

**MEMORANDUM OF AGREEMENT  
DAVIESS COUNTY FISCAL COURT AND CITY OF OWENSBORO AND  
OWENSBORO CHRISTIAN CHURCH**

**WHEREAS**, The Daviess County Fiscal Court (County) and City of Owensboro (City) recognize the need to provide shelter for any person(s) displaced when the National Weather Service forecasts any local ambient temperature or wind chill will reach or drop below 15 degrees Fahrenheit during the overnight period from 4:00 p.m. to 6:00 a.m. (White Flag Events); and

**WHEREAS**, Owensboro Christian Church (OCC) recognizes the need to establish a regular, identifiable safe and secure location to provide shelter for White Flag Events in Owensboro, Daviess County; and

**WHEREAS**, County, City and OCC recognize the need to provide for the health, safety and welfare of all citizens, including vulnerable adults and children needing safe, secure, and hospitable temporary overnight accommodations during severe cold weather;

**NOW, THEREFORE, COUNTY, CITY AND OWENSBORO CHRISTIAN CHURCH  
AGREE AS FOLLOWS:**

1. County and City shall provide on-site security at all times during a White Flag Event, via Daviess County Constables or Shield Security Services.
  - a. County and City shall split the cost of security, with County paying the cost initially. City will reimburse one-half of the cost at the end of White Flag season in March, upon County submitting a statement to City for one-half the cost of security.
  - b. Security staff shall ensure the areas are left in a clean and sanitized condition.
2. City will provide liability insurance during the White Flag season.
3. County and City shall provide transportation, free of charge, during White Flag Events, as follows:
  - a. City will provide Owensboro Transit System bus tickets to and from Owensboro Christian Church, Monday through Friday.
  - b. Daviess County Emergency Management Agency will provide transportation to and from Owensboro Christian Church, Saturday and Sunday.

4. Daviess County Emergency Management Agency will provide cleaning items, hand sanitizer, thermometer with batteries, cots and/or sleeping mates and linens.
5. County and City acknowledge that Daniel Pitino Shelter will provide boxed meals.
6. OCC shall, while operating a shelter during White Flag Events for the White Flag season beginning November 1, 2020 and continuing until March 31, 2021, provide the following:
  - a. Open Owensboro Christian Church to persons needing shelter during White Flag Events, providing sleeping area for up to thirty (30) shelterees in the Celebrate Recovery room. The nightly warming shelter hours during White Flag Events shall be 7:00 p.m. through 8:00 a.m. Access to the Celebrate Recovery room shall be through the east door between entrances "C" and "D".
  - b. White Flag Events are determined by the Homeless Council of the Ohio Valley policy attached as Exhibit "A" to this Agreement.
  - c. Provide temporary overnight accommodations for participants (i.e. those in Owensboro, Daviess County seeking shelter during White Flag Events) which may include: limited sleeping, dining and restroom facilities.
  - d. Provide storage area for linens, cots, sleep mats and cleaning materials.
  - e. Display white flag on exterior door to indicate shelter is available.
7. This Agreement shall begin November 1, 2020, and shall continue until March 31, 2021.
  - a. OCC, County or City may terminate this agreement by providing a written notice to the other at least 90 days before the end of any term.
  - b. OCC, County and City may agree to extend this agreement beyond the March 31, 2021, termination by entering into a new written agreement.
8. The County Judge/Executive, on behalf of the County, is authorized and shall execute, acknowledge and deliver any and all other documents necessary to effectuate this Agreement.

9. The Mayor, on behalf of the City, is authorized and shall execute, acknowledge and deliver any and all other documents necessary to effectuate this Agreement.
10. No party may assign its rights or interest in this Agreement without the written consent of the other parties.
11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
12. If any provision of this Agreement is found unconstitutional or in conflict with any applicable statute or rule of law, or is otherwise held unenforceable, the invalidity of any such provision shall not affect any or all of the remaining provisions of this Agreement.
13. If either party defaults on any of its obligations under the Agreement, and should such default continue for more than thirty (30) days after written notice either by OCC, County or City notifies the other party of a default, until such default is cured, the non-defaulting parties may pursue any and all legal and/or equitable remedies available under applicable law on account of such default.

Signed and acknowledged this the 2 day of November, 2020.

**DAVISS COUNTY, KENTUCKY**

BY: \_\_\_\_\_

Al Mattingly, County Judge/Executive

**CITY OF OWENSBORO**

BY: \_\_\_\_\_

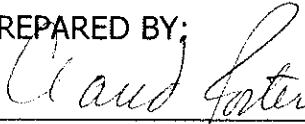
Thomas H. Watson, Mayor

**OWENSBORO CHRISTIAN CHURCH**

By: \_\_\_\_\_

Greg Gilmore, Executive Pastor

PREPARED BY:

A handwritten signature in cursive script, reading "Claud Porter". The signature is written in black ink and is positioned above a horizontal line.

Claud Porter

Daviess County Attorney