

## **MUNICIPAL ORDER 44-2023**

**A MUNICIPAL ORDER REPEALING IN ITS ENTIRETY MUNICIPAL ORDER 41-2023 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN UPDATED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OWENSBORO, DAVIESS COUNTY FISCAL COURT AND DANIEL PITINO SHELTER PROVIDING FOR THE COST OF ADDITIONAL STAFFING, LIABILITY INSURANCE, AND BUS TICKETS TO THE SHELTER DURING WHITE FLAG EVENTS OCCURING DURING THE WINTER OF 2023-2024.**

**WHEREAS**, on November 7, 2023, the City entered into a Memorandum of Agreement (MOA) for the winters of 2023-2024, 2024-2025 and 2025-2026 to provide funding to Daniel Pitino Shelter (Pitino Shelter) for White Flag Events in Owensboro which occur when the National Weather Service forecasts any temperature or wind chill at or below 15 degrees Fahrenheit during the overnight period from 4:00 p.m. to 6:00 a.m.; and

**WHEREAS**, since that date, the City and County have agreed to amend the MOA for White Flag Events which occur when the National Weather Service forecasts any temperature or wind chill at or below 32 degrees Fahrenheit during the overnight period from 4:00 p.m. to 6:00 a.m.; and

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

**WHEREAS**, the Agreement will be for the winter of 2023-2024. Data collected from the 2023-2024 season will be evaluated for future decisions on White Flag Event agreements.

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

**Section 1.** The City of Owensboro, Kentucky, by and through its Board of Commissioners, hereby repeals Municipal Order 41-2023, which authorized and directed the Mayor to execute a Memorandum of Agreement between the City of Owensboro and Daviess County Fiscal Court to provide funding to the Daniel Pitino Shelter for the White Flag Events in the winters of 2023-2024, 2024-2025 and 2025-2026.

**Section 2.** That the Mayor of the City of Owensboro, be, and he hereby is, authorized and directed to execute an updated Memorandum of Agreement, by and between the City of Owensboro, Daviess County Fiscal Court and Pitino Shelter to provide for the costs of:

- (1) Additional staffing and operating costs for Pitino Shelter during White Flag Events during 2023-2024;
- (2) Liability insurance; and
- (3) Bus tickets to Pitino Shelter during White Flag Events.

**Section 3.** 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 21st day of November, 2023.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Davis, City Clerk

**MEMORANDUM OF AGREEMENT  
DAVIESS COUNTY FISCAL COURT AND CITY OF OWENSBORO AND  
DANIEL PITINO SHELTER**

**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 (NWS) forecasts any temperature or wind chill at or below 32 degrees Fahrenheit during the overnight period from 4:00 p.m. to 6:00 a.m. (White Flag Events); and

**WHEREAS,** Daniel Pitino Shelter 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 Daniel Pitino Shelter 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 DANIEL PITINO SHELTER AGREE AS  
FOLLOWS:**

1. Daniel Pitino Shelter shall provide on-site White Flag security and management at all times during a White Flag Event, by means of a dedicated staff member.
  - a. County and City shall split the cost of the additional staff member and operating costs (\$350 combined total per White Flag Event), 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 the staff member.
  - b. The additional staff member shall be responsible for all dedicated White Flag areas and shelterees.
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 Daniel Pitino Shelter, Monday through Friday.
  - b. Daviess County Emergency Management Agency will coordinate transportation to and from Daniel Pitino Shelter, Saturday and Sunday, as required.

4. Daviess County Emergency Management Agency will provide cleaning items, hand sanitizer, thermometer with batteries, cots and/or sleeping mats and linens.
5. White Flag Events are determined by the Homeless Coalition of the Ohio Valley policy attached as Exhibit "A" to this Agreement. Daviess County Emergency Management will notify all parties of White Flag declarations based on NWS weather forecasts.
6. Daniel Pitino Shelter shall, while operating a shelter during White Flag Events for the White Flag season beginning November 1, 2023 and continuing until March 31, 2024, provide the following:
  - a. Open Daniel Pitino Shelter to persons needing shelter during White Flag Events, providing sleeping area for up to thirty-five (35) shelterees in the lower bottom floor cafeteria/dining area. The nightly warming shelter hours during White Flag Events shall be 7:00 p.m. through 8:00 a.m. Access to the White Flag area shall be via the east side-entrance door facing Cedar Street.
  - b. 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.
  - c. Storage area for linens, cots, sleep mats and cleaning materials.
  - d. Laundering of all linens (i.e. sheets, pillow cases, and blankets).
  - e. Display white flag on exterior door to indicate shelter is available.
  - f. Meals to participants according to the daily meal schedule: breakfast, lunch, and dinner.
7. This Agreement shall begin November 1, 2023, and shall continue until March 31, 2024.
  - a. Daniel Pitino Shelter, County or City may terminate this agreement by providing written notice to the other parties at least 90 days before end of any term.
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 any party defaults on any of its obligations under the Agreement, and should such default remain uncured for more than thirty (30) days after written notice of default is provided by Daniel Pitino Shelter, County or City, 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 \_\_\_\_day of November, 2023.

**DAVIESS COUNTY, KENTUCKY**

BY: \_\_\_\_\_  
**Charlie Castlen, County Judge/Executive**

**CITY OF OWENSBORO**

BY: \_\_\_\_\_  
**Thomas H. Watson, Mayor**

**DANIEL PITINO SHELTER**

BY: \_\_\_\_\_  
**Harry Pedigo, Director**

PREPARED BY:

\_\_\_\_\_  
John Burlew  
Daviess County Attorney

## EXHIBIT "A"

### **HOMELESS COALITION OF OHIO VALLEY WARMING CENTER/WHITE FLAG POLICY**

A **White Flag** event is intended to serve as a guide to prevent homeless individuals from serious harm or death during the winter season. For purposes of this policy, the winter season shall be defined as November 1, 2023, through March 31, 2024. During a White Flag Event, participating homeless shelters are requested to place a white flag on their facility's exterior door, which shall publicly convey that extra bed space may be available.

A White Flag event, as defined/declared by the Homeless Coalition of Ohio Valley, shall remain in effect during the winter season when one or more of the following conditions exist:

- **The forecasted temperature or wind chill is 32 degrees or below anytime during the overnight period (4:00 PM – 6:00 AM).**

The Daniel Pitino Shelter will serve as the designated White Flag shelter, and liaison between shelters and any other participating agency, November 1, 2023, through March 31, 2024. In the event that participating shelters are unable to house a homeless individual during a White Flag Event, the Daniel Pitino Shelter will make available necessary resources and accommodations to house those individuals at the Daniel Pitino Shelter, located at 501 Walnut St, Owensboro, KY. Additionally, Daniel Pitino Shelter shall offer breakfast, lunch, and dinner meals to White Flag participants.

The City of Owensboro shall provide free bus transportation Monday thru Friday to White Flag participants via the Owensboro Transit System (OTS) to and from the Daniel Pitino Shelter during White Flag events. Saturday and Sunday White Flag transportation shall be coordinated between Daniel Pitino Shelter and Daviess County Emergency Management.

If the participating shelters and Daniel Pitino Shelter are unable to accommodate homeless individuals during a White Flag event, the Homeless Coalition of Ohio Valley will seek assistance from Daviess County Emergency Management to secure an alternate shelter option.

For consistency, the National Weather Service - Paducah, Kentucky ([www.crh.noaa.gov/pah/](http://www.crh.noaa.gov/pah/)) shall be used to determine all local weather forecasts for the Daviess County White Flag policy.