

BILL NO. 25-34

ORDINANCE NO. 25.34

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF FOUR SEASONS TO OPERATE THE VILLAGE'S WARNING SIRENS.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign a Memorandum of Understanding with Village of Four Seasons under substantially the same terms and conditions as the attached in "**Exhibit A**" to this ordinance.

Section 2. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: April 17, 2025

READ SECOND TIME: April 17, 2025

I hereby certify that the above Ordinance No. 25.34 was duly passed on April 17, 2025, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstain: 0 Absent: 1

This Ordinance is hereby transmitted to the Mayor for his signature.

April 17, 25
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.34.

April 17, 25
Date

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF FOUR SEASONS, MISSOURI AND THE CITY OF OSAGE BEACH, MISSOURI THE ACTIVATION OF THE VILLAGE'S OUTDOOR WARNING SYSTEM.

THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF FOUR SEASONS, MISSOURI AND THE CITY OF OSAGE BEACH, MISSOURI THE ACTIVATION OF THE VILLAGE'S OUTDOOR WARNING SYSTEM, (hereinafter, "MOU"), is made and entered into this 17 day of April 2025, by and between the Village of Four Seasons, Missouri, 133 Cherokee Road, Four Seasons, Missouri 65049, (hereinafter, "Village"), and the City of Osage Beach, Missouri, 1000 City Parkway, Osage Beach, Missouri 65065, (hereinafter, "City").

PURPOSE AND SCOPE:

WHEREAS, this MOU is intended to establish and clarify the roles and responsibilities of the parties hereto related to the Emergency Outdoor Warning System located within the Village at various locations, (hereinafter, "Sirens"); and

WHEREAS, the City is a political subdivision of the State of Missouri, and the Village is a political subdivision of the State of Missouri; and

WHEREAS, the parties hereto are each responsible for alerting, warning and evacuating residents within their jurisdictions, including oversight and coordination of alert and warning systems, in order to ensure consistent application of alert and warning systems; and

WHEREAS, the City and the Village are each responsible for, and have established, an Emergency Services Program as required by Missouri law and as required by their respective Code of Ordinances, to oversee and coordinate disaster preparedness and response measures; and

WHEREAS, the City and Village have installed, and are authorized to use, an Outdoor Warning System that involves one or more sirens; and the operation and testing of the sirens falls under the respective jurisdiction's responsibility; and

WHEREAS, in the City, outdoor warning sirens are activated by the Osage Beach 911 Dispatch Center to alert residents of severe weather events like tornadoes or high-speed winds, prompting them to seek shelter and information; and

WHEREAS, although the Village owns the Sirens located within its jurisdiction at various locations, the Village lacks a central communications center and agent with which it may operate the Sirens and alert residents of severe weather events like tornadoes or high-speed winds, prompting them to seek shelter and information; and

WHEREAS, the City and Village have agreed on a Memorandum of Understanding that the City will activate the Sirens for the Village.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows: The Village owns the -Sirens and all appurtenances now constructed or constructed in the future, and the City - shall not claim, now or in the future, any property right or title to the Sirens, their appurtenances or the property where they are installed and operated. The City understands it does not have authority to activate the Alarms unless the Village, or state or federal agencies have directed it to do so. The Parties further agree to perform their obligations as set forth in this MOU and outlined below.

1. TERM:

This MOU shall become effective as of the date first written above and continue for one (1) calendar year. The parties may renew the MOU annually by written agreement.

2. CITY'S RESPONSIBILITIES:

- a. Operate the Sirens as required for emergency response activities; and
- b. When a potential emergency arises, activate the Sirens to notify people who are outside that they should seek shelter or take other protective measures; and
- c. Coordinate with the Village to test the Sirens monthly, and in accordance with dates established by the National Weather Service and the State of Missouri for statewide tornado drills, to assure the proper and continued operation of the Sirens and appurtenances; and
- d. Provide the Village with reasonable notice of any disrepair or inoperability of the Sirens; and
- e. Provide the Village with reasonable notice of any events or occurrences that may cause the Sirens not to operate, or that may cause the City to not fulfill its obligations herein; and
- f. Provide Village with reasonable notice of any required access, testing, or operation of the Sirens to be performed by the City. In the event that notification cannot be provided, the City shall provide notification as soon as is practicable after the Sirens and all appurtenances are accessed.

3. VILLAGE'S RESPONSIBILITIES:

- a. Pay the annual fee to the City as detailed herein; and
- b. Construct, or cause to be constructed, any upgrades, improvements, or modifications necessary for efficient use of the Sirens and for compliance with City, Federal, State, and local laws and regulations; and
- c. Provide the City with all plans and specifications, including studies performed related to the operation of the Sirens; and
- d. Provide the City with the mechanism to operate the Sirens (i.e., passwords or links to the system, etc.); and
- e. Perform maintenance and inspection of the Sirens and appurtenances as necessary for the continued reliable operation of the Sirens. The Village understands and acknowledges that if the Sirens are not maintained in operable condition, the Village may not be able to utilize it; and
- f. Provide access for testing and operation of the Sirens and appurtenances to the City at all reasonable times; and

g. Provide reasonable notice to the City of any activities or occurrences that impact the maintenance, operation, or access to the Sirens; and

4. TERMINATION:

This MOU may be terminated by either party upon the giving of sixty (60) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT:

The parties hereto shall not assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other parties.

6. RECORDS:

All Parties subject to this MOU shall maintain all records related to this MOU, and all parties hereto shall further maintain a record of all services or conduct in compliance with this MOU that shall provide sufficient detail to permit an evaluation or audit of the MOU. All such records shall be made available during normal business hours to authorized representatives of the City, the Village, the State of Missouri, and Federal government during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

7. COMPLIANCE WITH LAWS/POLICIES:

The parties hereto shall comply with all applicable rules and regulations and laws as set forth by federal, state or local governments.

8. RELATIONSHIP OF PARTIES:

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

9. NO THIRD-PARTY BENEFICIARIES:

The parties hereto agree it is their specific intent that no other person or entity shall be a party to or a third-party beneficiary of this MOU.

10. INDEMNIFICATION:

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

11. NOTICE:

Any and all notices, reports or other communications to be given to the parties hereto shall be given to the persons representing the respective parties at the addresses written herein.

12. PUBLIC RECORDS ACT:

The parties hereto are aware that this MOU and any documents or communications related thereto may be subject to Missouri FOIA Laws and/or the Missouri Sunshine Law and may be disclosed to members of the public upon request. It is the responsibility of the parties hereto to clearly identify information in those documents that they consider to be

confidential pursuant to Missouri law. To the extent possible, confidential information shall be held in confidence. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION:

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU shall only be modified by a written amendment hereto, executed by all parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

14. ENFORCEABILITY AND SEVERABILITY:

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. LIMITATIONS OF MOU:

This MOU is not intended, and does not, create any right or benefit, substantive, contractual, or procedural, enforceable at law or in equity, by any party against one another, or its officials, employees, or agents. Nothing in this MOU may be construed to obligate the parties to any current or future expenditure of resources. This MOU does not obligate any funds of any of the parties.

16. CAPTIONS:

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this MOU.

17. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES:

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this MOU agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the Missouri Uniform Electronic Transactions Act for executing this agreement. The parties hereto further agree that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual or wet signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the Missouri law as amended from time to time. The Missouri Uniform Electronic Transactions Act authorizes use of an electronic signature for transactions and contracts among parties in Missouri, including a government agency. Digital signature or Electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record, and said signature is intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a Digital signature or Electronic signature is a type of "electronic signature" as defined in Section 432.205(8) of the Missouri Revised Statutes. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

18. OTHER DOCUMENTS:

The parties hereto agree that they shall cooperate in good faith to accomplish the objective of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

19. CONTROLLING LAW:

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of Missouri.

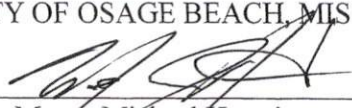
20. AUTHORITY:

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of state and local law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of state and local law, including capacity and authority to amend or modify the MOU.

Signatures on following page.

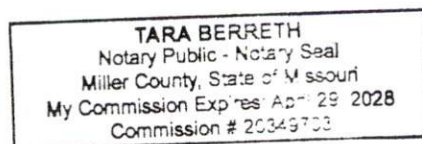
IN WITNESS WHEREOF, the parties have executed this MOU on the day and year first herein above written.

CITY OF OSAGE BEACH, MISSOURI


By: Mayor Michael Harmison

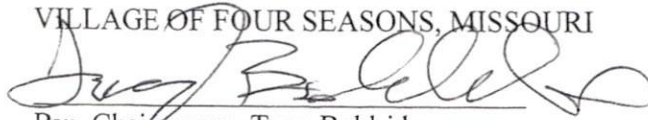
State of Missouri)
) ss.
County of Camden)

On this 29 day of April in the year 2025 before me, a Notary Public in and for said state, personally appeared Michael Harmison, Mayor of Osage Beach, Missouri, known to me to be the person who executed the within MOU in behalf of Osage Beach, Missouri and acknowledged to me that he executed the same for the purposes therein stated.




Notary Public
Seal:

VILLAGE OF FOUR SEASONS, MISSOURI


By: Chairperson, Tony Baldrige

State of Missouri)
) ss.
County of Camden)

On this 28th day of April in the year 2025 before me, a Notary Public in and for said state, personally appeared Tony Baldrige, Chairperson of the Village of Four Seasons, Missouri, known to me to be the person who executed the within MOU in behalf of the Village and acknowledged to me that he executed the same for the purposes therein stated.


Notary Public
Seal:

DANIELLE GLOVER
Notary Public - Notary Seal
State of Missouri
Commissioned for Camden County
My Commission Expires: June 26, 2027
Commission Number: 23538935