

CITY OF HAMILTON, MISSOURI

BILL NO. 1202154

ORDINANCE NO. 1591

AN ORDINANCE AUTHORIZING THE CITY OF HAMILTON TO ENTER INTO A CONTRACT FOR DISPATCH SERVICES FOR 2016 WITH CALDWELL COUNTY, MISSOURI

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HAMILTON, MISSOURI AS FOLLOWS TO WIT:

SECTION 1: The Mayor of the City of Hamilton, Missouri is hereby authorized on behalf of the City of Hamilton, Missouri, to sign the contract attached hereto as Exhibit A and made a part hereof for dispatch services for 2015 with Caldwell County, Missouri.

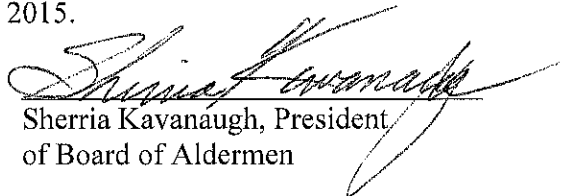
SECTION 2: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

SECTION 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

A copy of this Ordinance has been made available for public inspection prior to its adoption by the Board of Aldermen and this bill was read by title in the open meeting two times prior to its final passage.

Passed and approved on the 2nd day of December, 2015.


Sherria Kavanaugh, President
of Board of Aldermen

Approved on this 2nd day of December, 2015.


Winford Gilliam, Mayor

Attest:


Debra Davis, City Clerk

EXHIBIT A

**DISPATCHING CONTRACT
Caldwell County Sheriff's Department**

CALDWELL COUNTY SHERIFF'S DEPARTMENT

DISPATCHING CONTRACT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20____ BY AND BETWEEN **JERRY GALLOWAY**, CALDWELL COUNTY SHERIFF, HEREINAFTER REFERRED TO AS FIRST PARTY: AND THE CITY OF HAMILTON OF CALDWELL COUNTY, MISSOURI, HEREINAFTER REFERRED TO AS SECOND PARTY.

WITNESSETH:

1. THAT FIRST PARTY IS THE CHIEF LAW ENFORCEMENT OFFICER OF THE COUNTY OF CALDWELL, STATE OF MISSOURI, AND THAT FIRST PARTY MAINTAINS A TWENTY-FOUR HOUR PER DAY, THREE HUNDRED SIXTY-FIVE DAYS PER YEAR, DISPATCHING SERVICE, WITH SUFFICIENT TELEPHONE AND RADIO SERVICES TO FURNISH COUNTY WIDE SERVICE.

2. THAT SECOND PARTY IS MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, LOCATED IN CALDWELL COUNTY AND RESPONSIBLE FOR PROVIDING POLICE SERVICES TO THE CITY OF HAMILTON AND TO INSURE THE ADEQUATE PERFORMANCE OF SUCH SERVICES IN THE NEED OF A DISPATCHING SERVICE TO TAKE INCOMING CALLS REQUESTING ASSISTANCE AND TO CONTROL AND MONITOR THE OPERATIONS OF ITS VEHICLES. NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN, IT IS AGREED AS FOLLOWS.

A. TWENTY-FOUR HOUR PER DAY SERVICE, THREE HUNDRED SIXTY-FIVE DAYS A YEAR.

B. REQUESTING FOR ASSISTANCE FOR THE SERVICES OF SECOND PARTY RECEIVED BY FIRST PARTY BY PHONE, RADIO OR IN PERSON: AND HANDLING THE DISPATCH OF SECOND PARTY'S UNITS, BASED ON SUCH CALLS FOR ASSISTANCE.

C. MAINTAINING SUCH SERVICES OUT OF THE CENTRAL LOCATION IN KINGSTON, CALDWELL COUNTY, MISSOURI.

2. FOR SUCH SERVICES, SECOND PARTY WILL PAY THE SUM OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) PER MONTH, BEGINNING ON THE **1ST DAY OF JANUARY 2016** AND ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER DURING THE LIFETIME OF THIS CONTRACT, SAID FUNDS WILL BE PAID TO THE CALDWELL COUNTY SHERIFF'S OFFICE P.O. BOX 158 KINGSTON, MISSOURI, 64650.

3. THIS AGREEMENT SHALL TERMINATE ON THE 31ST DAY OF DECEMBER, 2016 UNLESS SECOND PARTY SHALL GIVE FIRST PARTY NOTICE BY THE FIRST DAY OF **DECEMBER 2015** OF ITS INTENT TO RENEW THIS CONTRACT FOR ANOTHER YEAR. SUCH NOTICE WILL BE IN WRITING. THIS CONTRACT MAY BE RENEWED YEARLY UNDER THIS PROVISION.

4. IN THE EVENT THAT EITHER PARTY SHALL DEFAULT IN IT'S OBLIGATIONS UNDER THIS AGREEMENT, THE OTHER PARTY SHALL GIVE THE DEFAULTING PARTY THIRTY (30) DAYS WRITTEN NOTICE OF SUCH DEFAULT, AND IF THE DEFAULT SHALL NOT BE CURED WITHIN SUCH THIRTY (30) DAY PERIOD, THEN THIS CONTRACT WILL TERMINATE AND BECOME NULL AND VOID.

5 IN THE EVENT THAT SECOND PARTY HAS COMMENT, CRITICISM OR COMPLAINT CONCERNING THE OPERATION OF THE DISPATCHING SERVICE, BY THE PERSONNEL OF FIRST PARTY, SUCH COMPLAINTS WILL BE MADE IN WRITING TO THE SHERIFF OF CALDWELL COUNTY, MISSOURI. EMPLOYEES OF THE FIRST PARTY WILL NOT BE CONTACTED DIRECTLY BY SECOND PARTY OR ANY OF ITS EMPLOYEES WITH SUCH COMMENTS, COMPLAINTS OR CRITICISMS.

6. IN THE EVENT THAT THE FURNISHING OF SERVICE BY FIRST PARTY FOR THE BENEFIT OF SECOND PARTY WILL REQUIRE ANY ADDITIONAL EQUIPMENT IN THE OFFICE OF THE FIRST PARTY, SUCH EQUIPMENT WILL BE INSTALLED AND MAINTAINED AT THE EXPENSE OF SECOND PARTY, AND WILL REMAIN THE PROPERTY OF SECOND PARTY, TO BE REMOVED AT THE EXPENSE OF SECOND PARTY, UPON THE TERMINATION OF THIS CONTRACT.

7. THIS WRITTEN AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, AND MAY NOT BE AMENDED, ALTERED, OR MODIFIED EXCEPT BY AGREEMENT, IN WRITING BY FIRST AND SECOND PARTIES.

8. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, AND THEIR ASSIGNED AND SUCCESSORS.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THE DATE AND YEAR FIRST ABOVE WRITTEN.

JERRY GALLOWAY
SHERIFF OF CALDWELL COUNTY



MAYOR
CITY OF HAMILTON

APPROVED THIS _____ DAY OF _____, 20____, BY THE CALDWELL COUNTY COMMISSION.

PRESIDING COMMISSIONER

EASTERN COMMISSIONER

WESTERN COMMISSIONER