

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels, including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.

BILL NO. 4468

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND STE. GENEVIEVE COUNTY FOR THE COUNTY TO PROVIDE 911 DISPATCHING SERVICES FOR THE CALENDAR YEAR 2022.

WHEREAS, section 70.220 of the Revised Statutes of Missouri, as amended, provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other municipality or any other political subdivision of the State of Missouri for the planning, development, construction acquisition or operation of any public facility or for a common service; and

WHEREAS, Ste. Genevieve County has operated the joint dispatch center for many years providing the City, County and Ambulance District with 911 Dispatch services for the efficient operation of the public safety services of City of Ste. Genevieve; and

WHEREAS, the City budget for the police department for FY 2022 contains appropriate resources to carry out the goals of the proposed agreement and the funds will be taken out of line item 10-16-7050; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve after careful review and discussion accept and enter into an Agreement with the County, a copy of which is attached hereto as "Exhibit A" and incorporated by reference.

NOWT THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized and directed by the Board of Aldermen of the City of Ste. Genevieve, Missouri to execute and deliver this agreement on behalf of the City for 911 dispatching services and the contract is hereby accepted and approved in substantially the form of "Exhibit A" attached hereto.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION 3. REPEALER. All ordinances and parts thereof that are in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. SEVERABILITY. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

DATE OF 1ST READING: _____.

DATE OF 2ND READING: _____.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022 BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

- ALDERMAN GARY SMITH**
- ALDERMAN SUSAN JOHNSON**
- ALDERMAN BOB DONOVAN**
- ALDERMAN MIKE JOKERST**
- ALDERMAN JEFF EYDMANN**
- ALDERMAN MIKE RANEY**
- ALDERWOMAN ASHLEY ARMBRUSTER**
- ALDERMAN JOE PRINCE**

____ Yes ____ No ____ Absent

Approved as to form:

Paul Hassler, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

AGREEMENT

This "AGREEMENT" is made and entered into this ____ day of _____, 2022 by and between STE. GENEVIEVE COUNTY, a third class county and political subdivision of the State of Missouri (the "County") and the CITY OF STE. GENEVIEVE, a fourth class city and political subdivision of the State of Missouri (the "City").

WITNESSETH

Whereas, Ste. Genevieve County has operated the 911 Dispatch Center for many years providing the City, County and Ambulance District with 911 dispatch services for the efficient operation of the public safety services of the City of Ste. Genevieve; and

Whereas, the City recognizes the value of the 911 Dispatch Services provided by the County and the City desires to continue to retain the County's 911 Dispatch Services for FY 2022 and to assist in the costs of providing such services; and

Whereas, the City and County hereby wish to continue their joint effort for providing 911 Dispatch Services and provide a written statement of those covenants pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the above premises and the mutual promises herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the City hereby agree as follows:

1. COUNTY 911 SERVICES RETAINED

The City hereby retains the Ste. Genevieve County 911 Dispatch Services as its municipal dispatch services for the term of this Agreement from January 1, 2022 to December 31, 2022.

2. RESPONSIBILITIES OF COUNTY

The County agrees it shall continue to provide satisfactory 911 Dispatch Services on a 24 hour, seven day a week basis for the City's police and emergency services to the City and surrounding areas. The County further agrees it shall maintain the 911 Dispatch Center with appropriate personnel and supervision and adequate facilities.

3. CITY RESPONSIBILITIES

In consideration of the satisfactory operation of the 911 Dispatch Center and 911 Dispatch Services, the City agrees to pay to the County the estimated sum of one hundred eighteen thousand two hundred fifteen dollars and seventy two cents (\$118,215.72) during Calendar Year 2022 to fund staff salaries and annual operations, as provided below:

\$29,553.93	April 10, 2022
\$29,553.93	July 10, 2022
\$29,553.93	October 10, 2022
\$29,553.93	December 10, 2022

The City shall provide other assistance to the 911 Dispatch Center as the City determines necessary during the year. The City agrees to the percentage stated on "Exhibit B".

4. STATUS OF THE STE. GENEVIEVE 911 DISPATCH CENTER

The Ste. Genevieve 911 Dispatch Center, the staff members and their agents and employees are independent contractors performing services for the City and are not employees of the City nor is the 911 Dispatch Center or its agent or employees entitled to any City benefits.

5. TERM OF AGREEMENT

The term of this agreement shall be one (1) year for Calendar Year 2022. The "Agreement" shall automatically be renewed by the parties hereto, unless terminated by either party, by giving notice to the other party by November 1st of any calendar year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above mentioned.

CITY OF STE. GENEVIEVE

STE. GENEVIEVE COUNTY

Paul Hassler, Mayor

Garry Nelson, Presiding Commissioner

ATTEST:

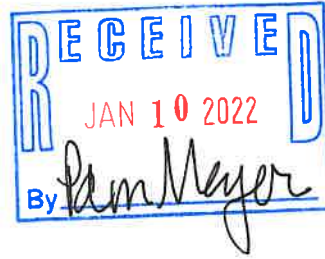
ATTEST:

Pam Meyer, City Clerk

Sue Wolk, County Clerk

SUE WOLK, COUNTY CLERK
 COUNTY OF STE GENEVIEVE
 STATE OF MISSOURI

55 South Third Street, Room 2
 Ste. Genevieve, MO 63670
 Phone: 573-883-5589 ext. 2
 Fax: 573-883-7202



Amanda Kuehn
 Deputy County Clerk

Michele A. Gatzemeyer
 Deputy County Clerk

Kim MacMillan
 Deputy County Clerk

January 6, 2022

St Francois County 911 Charges for 2022	\$550,000
Minus Land Line Fees	<u>\$112,164</u>
Total	\$437,836

Percentage

County	57%
Ambulance	16%
City of Ste. Genevieve	27%

	STE GEN. CITY (27%)	AMBULANCE DIST. (16%)	STE GEN. COUNTY (57%)
	\$118,215.72	\$70,053.76	\$249,566.52
DUE 04/10/2022	\$29,553.93	\$17,513.44	\$62,391.63
DUE 07/10/2022	\$29,553.93	\$17,513.44	\$62,391.63
DUE 10/10/2022	\$29,553.93	\$17,513.44	\$62,391.63
DUE 12/10/2022	\$29,553.93	\$17,513.44	\$62,391.63
TOTAL	\$118,215.72	\$70,053.76	\$249,566.52

Sue Wolk
 County Clerk