

ORDINANCE NO. 976

AN ORDINANCE EFFECTING AN AGREEMENT BETWEEN THE CITY OF EUREKA SPRINGS AND JOHN WELCH FOR THE PURPOSE OF PROVIDING FULL-TIME RESPONSIVENESS TO TELEPHONIC COMMUNICATIONS DIRECTED TO THE EUREKA SPRINGS POLICE DEPARTMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF EUREKA SPRINGS, ARKANSAS, THAT THE AGREEMENT HEREINAFTER SET FORTH BE ENTERED WITH JOHN WELCH:

AGREEMENT

THIS AGREEMENT, made this 18th day of January, 1975, between the CITY OF EUREKA SPRINGS, hereinafter called the "City" and JOHN WELCH, hereinafter called the "Independent Contractor".

WITNESSETH: For and in consideration of the mutual promises, covenants and agreements herein contained, the City and the Independent Contractor agree as follows:

1. The City agrees to provide, in a location convenient for the Independent Contractor's performance of the duties hereafter set forth in the building situated in Berryville, Arkansas, which contains the Carroll County Jail and the living quarters for the Independent Contractor, a telephone which will be an extension of the Eureka Springs Police Department telephone system; the City further agrees to pay for the installation and maintenance of such extension telephone.
2. The Independent Contractor agrees to respond to all telephonic communications directed to the Eureka Springs Police Department during all hours and on all days and nights, except between the hours of 9:00 A.M. and 12:00 Noon and between the hours of 1:00 P.M. and 4:00 P.M. of Monday, Tuesday, Wednesday, Thursday, and Friday, national and other legal holidays excluded, of each week.
3. The Independent Contractor, in each instance wherein the presence of law enforcement officers is needed or desired within the City of Eureka Springs, agrees to dispatch a mobile unit of the Eureka Springs Police Department to the proper address where such presence is required, either by radio transmission or by telephone, and further agrees to advise the officer operating such mobile unit with regard to the nature of the police services required.
4. The Independent Contractor agrees to maintain a current log of all telephonic communications to which he responds pursuant to Paragraph Two (2) of this Agreement showing the dates and times each communication was received, the identity of each communicator, and a summary of the substance of each communication and the action taken by the Independent Contractor with regard to each communication; the City agrees to provide the forms and/or books necessary for the performance of the duties of the Independent Contractor set forth in this paragraph.
5. The City agrees to compensate the Independent Contractor for duties performed pursuant to this Agreement at the rate of ONE HUNDRED AND NO ^{**}100 (\$100) Dollars per month, each payment being due on the first day of the month immediately following the month in which such duties were performed.
6. The Independent Contractor and the City mutually agree that this Agreement is to be deemed effective on the date of its publication as a part of the Ordinance effecting the same; however, the first payment period, heretofore set forth in Paragraph Five (5) will not commence until the date of completion of the successful installation of the functioning extension telephone provided for in Paragraph One (1).
7. The Independent Contractor and the City mutually agree that this agreement will remain in full force and effect for a

period of One Year (1 yr.) or until such prior time that the Independent Contractor shall cease to be employed as Jailer by the Carroll County Sheriff's Department, such period beginning on the date of commencement of the first monthly pay period as set forth in Paragraph Six (6) of this Agreement.

8. It is mutually understood by the City and the Independent Contractor that the radio transmitter and receiver to be utilized by the Independent Contractor in the performance of the duties heretofore set forth are controlled by and licensed to the Carroll County Sheriff's Department; it is the further mutual understanding by the parties to this agreement that the facilities where such transmitter and receiver are located are under the control of said Sheriff's Department.

9. In view of the mutual understandings set forth in Paragraph Eight (8) of this agreement, the City and the Independent Contractor mutually agree that should said Sheriff's Department withdraw its consent for the use of its facilities and radio equipment in the manners heretofore set forth so as to render the performance of this contract impossible, or in the event that the license to operate such radio equipment is revoked, cancelled or not renewed by the federal authorities, neither party shall hold the other liable for the resulting impossibility of performance, and in any such event, this Agreement shall be deemed null, void, and without legal effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

W. A. Hill
W. A. Hill, Mayor
City of Eureka Springs, Arkansas

June I. Moncravie (SEAL)
June I. Moncravie, City Clerk
City of Eureka Springs, Arkansas

John Welch (SEAL)
John Welch
Independent Contractor

EMERGENCY DECLARED. It has been found, and is hereby declared, that the City is in immediate need of full-time responsiveness to telephonic communications directed to the Eureka Springs Police Department, and that passage of this Ordinance is necessary for the preservation of the public health, safety and welfare; and that an emergency is hereby declared to exist whereby this Ordinance shall be effective after its passage, approval and publication as required by law.

PASSED AND APPROVED by the City Council of Eureka Springs, Arkansas, on this 18th day of January, 1975.

APPROVED:

W. A. Hill
W. A. Hill
Mayor

June I. Moncravie
June I. Moncravie
City Clerk