

AN ORDINANCE AUTHORIZING THE CITY OF PARK HILLS, MISSOURI, TO ENTER INTO AN AGREEMENT WITH THE CITY OF BONNE TERRE, MISSOURI, IN REGARD TO THE MUNICIPAL COURT CLERK AND MATTERS RELATING THERETO

WHEREAS, the City of Park Hills Municipal Court has established its municipal court pursuant to Section 125.010 of the Municipal Code; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes municipalities to contract and cooperate with each other for common service, such as municipal courts; and

WHEREAS, the City of Park Hills wishes to contract with the City of Bonne Terre pursuant to the Municipal Court Clerk Services Contract, which is attached hereto.

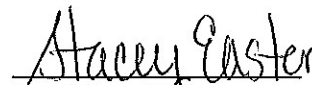
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARK HILLS, MISSOURI, AS FOLLOWS:

SECTION 1: The Municipal Court Clerk Services Agreement with the City of Bonne Terre, which is attached hereto as "Exhibit A" and is incorporated by reference herein, is hereby approved.

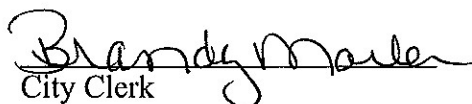
SECTION 2: Authorizations. The City Administrator, Mayor and/or any other necessary employees are hereby authorized to execute said Municipal Court Clerk Services Agreement and any other necessary documents to carry out the intent of the Contract; and the City Clerk is hereby authorized to attest any such signatures on any such documents and to affix the City's seal thereto to the extent required by such documents. All officials and employees of the City are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, agreements and contracts on behalf of the City as they shall deem necessary or desirable in connection with said Contract and the carrying out of the intention of this Ordinance.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval according to law by both the City of Park Hills and the City of Bonne Terre be implemented starting September 10, 2024

DULY READ TWO TIMES AND PASSED THIS 10 DAY OF September, 2024.


Presiding Officer

ATTEST:


City Clerk

BILL NO. 1649

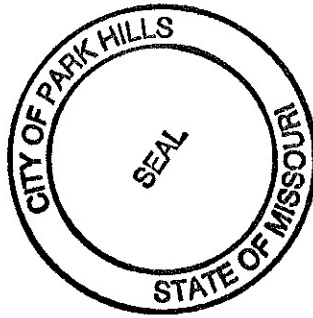
ORDINANCE NO. 1897-24

APPROVED THIS 10 DAY OF September, 2024.

Stacey Easter
Mayor

ATTEST:

Brandy Mauer
City Clerk



**AN ORDINANCE AUTHORIZING A MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BONNE TERRE, MISSOURI AND
THE CITY OF PARK HILLS, MISSOURI.**

WHEREAS, the City of Bonne Terre, Missouri, a Municipal Corporation, has established a municipal court pursuant to Section 130.010 of the Municipal Code; and

WHEREAS, the Missouri Supreme Court has allowed for consolidation of courts and/or certain function of the court, and following legislative and operational changes, it has been found that some smaller courts need additional resources; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri, as amended, authorize any municipality or political subdivision of the State of Missouri to contract and cooperate with any municipality or political subdivision for a common service; and

WHEREAS, the City of Park Hills, Missouri (hereinafter "Park Hills") approached the City of Bonne Terre, Missouri (hereinafter "Bonne Terre" or "City") to request municipal court services; and

WHEREAS, the Bonne Terre and Park Hills Municipal Courts are both designed for future growth and are dedicated to servicing the Judiciary, their communities and all parties involved therein throughout St. Francois County.

WHEREAS, Bonne Terre and Park Hills find it advantageous to the purpose of their respective Municipal Court to consolidate certain services.


NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONNE TERRE, MISSOURI, AS FOLLOWS:

SECTION 1: The Bonne Terre City Council approves on behalf of the City an agreement with Park Hills for court administration services, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

SECTION 2: The City Administrator is hereby authorized and directed to execute said agreement on behalf of Bonne Terre.

SECTION 3: The Ordinance shall be in full force and effect from and after its passage and approval as provided by law with a planned service start date of **September 10, 2024**.

DULY READ and approved this 9th day of SEPTEMBER, 2024.



Erik Schonhardt, Mayor

ATTEST:



Mary Topping, City Clerk

Motion: Andrea Richardson

Seconds: Julie Williams Hahn

Ray Stotler: Yes Julie Williams Hahn: Yes Ryan McClure: Yes Andrea Richardson: Yes

EXHIBIT A

CONTRACT FOR MUNICIPAL COURT CLERK SERVICES

THIS CONTRACT FOR MUNICIPAL COURT CLERK SERVICES ("Agreement") is made and entered into this 10th day of September, 2024 by and between the City of Bonne Terre, Missouri, a municipal corporation of the County of St. Francois, State of Missouri, (hereinafter "Bonne Terre"), and the City of Park Hills, a municipal corporation of the County of St. Francois, State of Missouri (hereinafter "Park Hills"), (collectively referred to herein as the "Parties"), as of the date last executed below.

WITNESSETH:

WHEREAS, §70.220 RSMo authorizes municipalities to contract with each other for common services when the subject matter is within the scope of powers of the individual municipality; and

WHEREAS, Park Hills desires through this Agreement to contract with Bonne Terre for the provision municipal clerk services, as further described herein,

WHEREAS, all court operations and management shall be provided to Park Hills by the municipal clerk of Bonne Terre ensuring the current and continued operation of the City of Park Hills Municipal Court under the terms and, conditions herein; and

WHEREAS, this Agreement is authorized by Bonne Terre Ordinance No. 202425 and Park Hills Ordinance No. 1597-24;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Municipal Division Court Clerk Services:

- A. Bonne Terre shall provide a Certified Municipal Court Administrator and, except as expressly provided herein, all other necessary staff including court clerks, equipment, software, hardware, and other services or items as may be reasonably required to operate the Park Hills Municipal Division in accordance with applicable Missouri Statutes, Court Operating Rules, and Office of State Courts Administrator guidelines. The services provided by Bonne Terre shall include, but not be limited to, interactions with the public involving open cases and court records, record retention and destruction of files per guidelines promulgated by the Missouri Secretary of State, the collection of fines and costs and other fees through authorized methods, including but not limited to debt collection services, reporting to Park Hills, the Office of the State Court Administrator, and State agencies as required under Missouri law, and the accounting of the sums collected as required by law.

- B. Park Hills shall continue to appoint and provide a municipal judge and provisional municipal judge (the "Municipal Judges") to conduct all municipal judicial functions as required by Missouri law, Missouri Supreme Court Operating Rules, and local rules and regulations orders of the 24th Judicial Circuit. Park Hills hereby agrees to take all necessary steps to timely provide for the proper appointment of the Municipal Judges as the Municipal Judges for the Park Hills Municipal Court.
- C. Park Hills shall continue to appoint and provide a Prosecuting Attorney and all staff necessary to perform the functions of the Park Hills Prosecuting Attorney's office for the prosecution of ordinance violations of Park Hills.
- D. Monthly court sessions shall occur at the Bonne Terre municipal court pursuant to the separate Municipal Court Agreement between the parties or other location as designated by Park Hills. The Municipal Clerk shall attend all regular and special Court sessions. The Municipal Clerk shall perform all daily court operations from the Bonne Terre City Hall, exception all regular and special Court sessions, from Bonne Terre City Hall or other location as designed by Bonne Terre. Park Hills shall provide a means of telephonic and/or video communication from Park Hills City Hall to the Municipal Clerk during regular hours of operation for litigants to communicate with the Municipal Clerk.

2. Cost of Municipal Division Clerk Services:

- A. As consideration for the services set forth in Section 1 of this Agreement, Park Hills shall pay the sum of: Thirty Thousand Dollars and Zero Cents, (\$30,000.00) annually or Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) quarterly, payable in equal monthly payments beginning the first day of the first month following the effective date of this Agreement.
- B. All fines, municipal court costs, and all surcharges collected as a result of the adjudication of Park Hills Municipal Ordinance violations processed by the Bonne Terre Municipal Division shall be remitted to Park Hills, net of bank fees, credit card fees, record archival retrieval fees, and any other related charges (collectively; "processing fees").

All other Court Costs collected by Bonne Terre as a result of the adjudication of Park Hills municipal ordinance violations shall be remitted by Bonne Terre to the appropriate state fund(s). Bonne Terre shall provide Park Hills with a monthly accounting of all fines, court costs and surcharges collected with respect to the adjudication or disposition of Park Hills cases. Park Hills reserves the right to conduct an audit of the fines, court costs and surcharges collected with respect to the adjudication or disposition of Park Hills cases at its own cost.

- C. The annual/quarterly cost of these services shall automatically increase as of December 31st of every other calendar year, beginning on December 31, 2026, based upon operational costs. This increase will be limited to no more than nine percent (9%) every two years.

D. The Parties hereto recognize and agree that in order for Bonne Terre to provide the services as set forth in this Agreement, Park Hills must maintain identical court costs to the court costs established for the Bonne Terre Municipal Court. As a condition precedent to this Agreement taking effect, Park Hills and Bonne Terre shall approve the uniform court costs ordinance, attached hereto as "Exhibit B" and incorporated herein by reference. Park Hills shall approve any additional increase in court costs approved by Bonne Terre within sixty days of written notice, except as provided in Section 6.K. of this Agreement.

3. Implementation Dates.

Beginning on **September 10, 2024** (or date agreed to within the agreement), Bonne Terre shall begin municipal court clerk operations for Park Hills, unless extended by written agreement of the Parties. Park Hills shall cease clerk operations of its municipal court and Bonne Terre shall take over all municipal court clerk operations for Park Hills.

4. Court Records:

A. **Custodian of Records.** Beginning on the transition date set forth in Section 3 above, unless extended by mutual agreement of the Parties, the Bonne Terre Municipal Court Administrator shall assume the responsibilities as the custodian of records for the Park Hills Municipal Court, as required by Missouri Supreme Court Operating Rule 2. Prior to the effective date of this Agreement, the Park Hills Municipal Court shall certify to the Bonne Terre Municipal Court that all its court records are in compliance with Missouri Supreme Court Operating Rule 8, including all purging and archiving requirements as set forth by the Missouri Secretary of State.

B. **Court Records.** Prior to the transition date of this Agreement the Park Hills Court shall transfer all its case files and records of any kind, whether previously adjudicated or still pending, in a format acceptable to the Bonne Terre Court Administrator. Any costs for the conversion of data as required by the Bonne Terre Court Administrator or operational costs for such transfer or file maintenance shall be outside the scope of this Agreement and such costs shall be the sole responsibility of Park Hills.

5. Notice to Parties.

When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or emailed as follows:

To the City of Bonne Terre:

Mr. Shawn Kay
City Administrator
118 North Allen
Bonne Terre, Missouri 63628
cityadmin@bonneterre.net

To the City of Park Hills:

Mr. Zachary Franklin
Park Hills City Administrator
9 Bennett Street
Park Hills, Missouri 63601
cityadmin@parkhillsmo.net

6. **General Provisions:**

- A. **Authority to Act.** All Bonne Terre Court employees, without detracting from their power and authority as employees of Bonne Terre, shall serve as official personnel of Park Hills, but the authorized employees of Bonne Terre shall have exclusive control and command of all such personnel and all equipment provided by Bonne Terre while such personnel and equipment are being used to hear and determine all Park Hills municipal code violations.
- B. **Authority Under Ordinances.** While performing the Services under this Agreement, all employees of Bonne Terre shall have all the authority authorized by Missouri statutes and Park Hills ordinances for employees performing such Services.
- C. **No Third-Party Benefit.** Bonne Terre shall not be liable to Park Hills for delay, negligence or mistake in receiving, responding to, or performing the Services, nor shall this Agreement be interpreted as being an Agreement for the benefit of any third person.
- D. **Special Damages.** In no event shall either party be liable to the other for special, indirect, or consequential damages, except those caused by the party's own negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement.
- E. **Renewal; Annual Appropriation.** Subject to biannual appropriation, this Agreement shall begin the transitioning period on September 10, 2024 with five appropriation renewal options for a total of 10 years, and as may be further contracted for by Park Hills and Bonne Tere. This contract will renew automatically for a two-year term beginning on October 1, 2026 through September 30, 2028 unless terminated by either Party as provided herein. Either party may terminate this Agreement, with or without cause and for its own convenience, upon 180 days written notice to the other party. In the event that this Agreement is terminated, Park Hills shall pay all pro-rated costs related to the services performed under this Agreement up to and through the effective date of the termination. This Agreement may be terminated by either Party at any time in the event there is a finding by a court of competent jurisdiction of any ethical violations of the Court Administrator for services provided under this Agreement.
- F. **Amendments.** Bonne Terre and Park Hills shall have the right to amend this Agreement by mutual agreement. Any such amendment shall be properly approved by each governing body, duly and legally adopted, and shall be executed by both parties. Any such amendment shall be attached hereto and made part hereof.
- G. **Severability.** If any provision contained in this Agreement shall be held or declared to be invalid, unlawful, or unconstitutional for any cause by a court of competent jurisdiction, the remaining portions and provisions of this Agreement shall be and remain unaffected thereby and shall remain in full force and effect.

- H. **Choice of Law.** This Agreement shall be governed by Missouri law.
- I. **Non-Waiver of Immunity.** Nothing in this Agreement is intended to waive and shall not waive the doctrines of sovereign immunity or official immunity as would otherwise be available to Bonne Terre or Park Hills with regard to any claim made by any person or entity that is not a party to this Agreement.
- J. **Indemnification.** Park Hills, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to Bonne Terre), and hold harmless Bonne Terre, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from breach of this Contract, or out of the activities performed, or failed to be performed by Park Hills under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of Bonne Terre, its elected officials, officers, or employees.

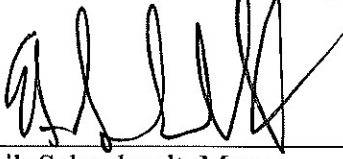
Bonne Terre, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to Park Hills), and hold harmless Park Hills, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from breach of this Contract, or out of the activities performed, or failed to be performed by Bonne Terre under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of Park Hills, its elected officials, officers, judges, or employees.

This indemnification shall survive the termination of this Agreement.

- K. **Non-delegation of Statutory Authority.** Anything contained in the Agreement herein to the contrary notwithstanding, the Parties hereby represent and agree that this Agreement is not intended, nor shall it operate as a delegation of any legislative or statutory authority of Park Hills and its elected officials to Bonne Terre or its elected or appointed officials. In the event Park Hills declines or fails to timely appoint a municipal judge or declines or fails to pass legislation as required for Bonne Terre to provide Court Clerk Services under the terms of the Agreement, the Agreement may be terminated, in the sole and absolute discretion of Bonne Terre, upon one hundred and eighty days written notice (the "Notice Period"). In the event the Agreement is terminated pursuant to this section, Park Hills shall be responsible to take over all Court Clerk Services within the Notice Period, which may be extended as necessary by agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on this day September 13 2024

CITY OF BONNE TERRE, MISSOURI



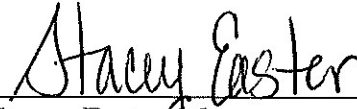
Erik Schonhardt, Mayor

ATTEST:



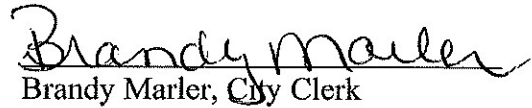
Mary Topping, City Clerk

CITY OF PARK HILLS, MISSOURI



Stacey Easter, Mayor

ATTEST:



Brandy Marler, City Clerk