

Introduced by: City Manager Debra M. Irvin

AN ORDINANCE OF THE CITY OF BERKELEY PROVIDING FOR THE CONSOLIDATION OF THE CITY OF MOLINE ACRES MUNICIPAL COURT WITH THE CITY OF BERKELEY MUNICIPAL DIVISION AND PROVIDING FOR THE ADMINISTRATIVE SERVICES THEREOF, AND SETTING REQUIRED FEES

WHEREAS, the City of Berkeley agrees to consolidate Moline Acres Municipal Division of the 21st Circuit Court with its existing court; and desires to provide such court and administrative services, for a prescribed fee outlined in EXHIBIT A; and

WHEREAS, the Missouri Statutes provides for the consolidation of municipal courts and establishes a procedure to accomplish such a consolidation; and

WHEREAS, the consolidation of the City Moline Acres Court will promote efficiency for the benefit of the constituents and will remove potential sources of delay in court sessions and eliminate the hiring and maintenance of court employees.

THIS AGREEMENT is made and entered into this ___ day of _____, 2021 by and between the City of Berkeley, Missouri, a municipal corporation in Saint Louis County, State of Missouri, (hereinafter "Berkeley"), and the City of Moline Acres, Missouri ("Moline").

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

Section 1. Effective Date:

This Ordinance shall take effect when Moline Acres and Berkeley officials agrees by a simple majority.

The effective date of this Ordinance shall be the date of passage by the City of Berkeley; and; having a fully executed agreement from the City of Moline Acres.

Section 2. Consolidation Staffing and Staffing Needs:

Berkeley shall provide a Certified Municipal Court Administrator and other necessary staff to administer the Moline Municipal Division in accordance with applicable Missouri Statutes, Court Operating Rules and Office of State Courts Administrator guidelines.

Moline shall continue to employ its own Municipal Judge and set forth compensation.

Moline continue to employ its own Prosecuting Attorney set forth compensation.

Moline shall to provide all paper and electronic courts records to the City of Berkeley.

Moline shall provide its own police force for the purpose of court security, when Moline court is in session.

Moline will have one court day permit month as determined by the Municipal Judge and Berkeley's Court Administrator; and approved by the Berkeley City Manager. Moline agrees to purchase at their cost LogMeln Pro, a remote-control software to support Incode (their legacy court system); Moline shall further provide log in access (identification and password) for LogMeln and Incode.

Moline agrees to provide a standalone Court Computer with loaded software to be placed in Moline's secure server room.

Moline agrees to provide Berkeley's Court Administrator, IT Administrator, Berkeley Police Chief and Prosecutor's Assistant with log in access credentials to the current and any future Police Mobile Ticketing software.

Berkeley agrees to take all necessary action to implement the guidelines and prerequisites regarding the operation of the Moline Acres Municipal Division.

Moline agrees to pay \$6.00 more per hour to the Berkeley Court Administrator towards her full-time salary per year hours.

Moline agrees that it will cover the monthly cost of bank fees for all Court Accounts.

Moline agrees that it shall pay \$350 tenant space for each Moline Court session to be held at a Berkeley facility.

Section 3. Location:

Moline's Court sessions shall take place at the City of Berkeley City Hall, 8425 Airport Road, Berkeley, MO 63134 or another designated place so deemed by the Municipal Judge. The City Manager may require the court to be held at another location when the City Hall is not available.

Section 4. Notice to Parties:

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

To the City of Berkeley:
Debra Irvin
City Administrator
8425 Airport Road
Berkeley, Missouri 63134
Email: irvin@ci.berkeley.mo.us
Fax: (314) 264-2074

To Moline Acres:
Mayor Michelle DeShay or her successor
City of Moline Acres
2449 Chambers Road
St. Louis, Missouri 63136
Fax: (314)
Email: mdeshay@molineacres.com

Section 5. Termination of Consolidation Contract:

Either party may terminate this contract upon ninety (90) days written notice to the other party.

Section 6. General Provisions:

Berkeley and Moline Acres shall have the right to amend this contract by mutual agreement. Any such amendment shall be authorized by ordinance of 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.

In no event shall Berkeley be liable to the Moline Acres for special, indirect, or consequential damages, except those caused by Berkeley's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. In the event of a breach of this contract, the maximum liability of Berkeley shall be limited to the amount of money to be paid or received by Berkeley under this contract.

Moline Acres, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to Berkeley) and hold harmless Berkeley, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines charges, penalties, administrative and judicial proceedings and orders, judgements, 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, out of the activities performed, or failed to be performed, by Moline Acres under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of Berkeley, its elected officials, officers.

Berkeley, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to Moline Acres) and hold harmless Moline Acres, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines charges, penalties, administrative and judicial proceedings and orders, judgements, 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, out of the activities performed, or failed to be performed, by Berkeley under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of Moline Acres, its elected

officials, officers or employees. This indemnification shall survive the termination of this Contract.

Section 7. Termination of Moline Acres Court Services

The municipal court of the City of Moline Acres shall terminate its court services on _____ at 12:01 am.

Section 8. This Ordinance shall be in full force and effect from and after its passage.

1st Reading this _____ day of _____ 2021

2nd Reading this _____ day of _____ 2021

3rd Reading, PASSED and APPROVED, this **day of** **2021**

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as To Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

“EXHIBIT A” – Staffing Costs

Last, First	Rate	Annual	SSI	MEDI CARE	MEDICAL	DENTAL	VISION	LTD	AD&D	LIFE	LAGERS	TOTAL
Assistant Court Clerk	\$16.50	34,320	2,128	498	8,352	265	82	116.17	12.36	63.42	580.69	46,417
Part-time Prosecutor Asst (PA)	\$15.00	15,600	967	226	4,176	133	41	26.40	2.81	14.41	131.98	21,319
Total Salary and Benefits		49,920	3,095	724	12,528	397	123	143	15	78	713	67,736