

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR MUNICIPAL COURT SERVICES WITH ST. LOUIS COUNTY, MISSOURI**

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**WHEREAS**, the City of Twin Oaks is authorized by Section 70.220 RSMo., as amended, to contract with other municipalities or political subdivisions for common services; and

**WHEREAS**, the provisions of Sections 70.210, 70.220, and 70.230 RSMo, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service, and St. Louis County Charter Section 2.180(20), provides that the County Council may authorize contracts between the COUNTY and an incorporated area for a common service; and

**WHEREAS**, Section 479.040(2) RSMo permits a town within a county having a county municipal court to contract with that county to have the town’s ordinances prosecuted, heard, and determined in the county municipal court; and

**WHEREAS**, the City of Twin Oaks and St. Louis County have worked under an agreement for many years under which the County provided municipal court services to Twin Oaks; and

**WHEREAS**, the City of Twin Oaks and St. Louis County desire to approve a new agreement whereunder St. Louis County will provide municipal court services for the City;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the Contract for Municipal Court Services, substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with St. Louis County, Missouri for additional police services.

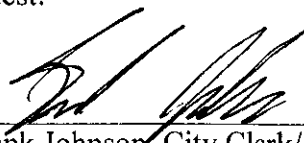
**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 20<sup>th</sup> DAY OF JULY 2022.



\_\_\_\_\_  
Russ Fortune, Mayor

Attest:



\_\_\_\_\_  
Frank Johnson, City Clerk/Administrator

**Exhibit 1**

**Contract for Municipal Court Services**

This contract ("Contract"), entered by and between St. Louis County, Missouri, a charter county, ("COUNTY") and the City of Twin Oaks, Missouri ("MUNICIPALITY") on this \_\_\_ day of \_\_\_\_\_, 2022.

WITNESSETH THAT:

WHEREAS, the provisions of Sections 70.210, 70.220, and 70.230 RSMo, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service, and St. Louis County Charter Section 2.180(20), provides that the County Council may authorize contracts between the COUNTY and an incorporated area for a common service; and

WHEREAS, Section 479.040(2) RSMo permits a town within a county having a county municipal court to contract with that county to have the town's ordinances prosecuted, heard and determined in the county municipal court; and

WHEREAS, the prosecution of municipal ordinance violations is not an included service within the scope of the powers of the St. Louis County Municipal Court, therefore the MUNICIPALITY must provide their own prosecutor services; and

WHEREAS, the COUNTY is authorized to enter this contract by Sections 105.110 and 105.120 SLCRO; and

WHEREAS, the St. Louis County Municipal Court is established by the COUNTY under Chapter 105 SLCRO and operates the court and all specialty courts; and

WHEREAS, MUNICIPALITY has enacted and approved Ordinance No. 22-\_\_\_\_\_, a certified copy of which is attached and incorporated herein, authorizing MUNICIPALITY to execute this contract.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN MUNICIPALITY AND COUNTY AS FOLLOWS:

COUNTY SERVICES:

1. COUNTY shall provide all personnel, services, equipment, and facilities necessary for the hearing and determination of the MUNICIPALITY's ordinance violations set in the St. Louis County Municipal Court.
2. COUNTY shall submit to MUNICIPALITY a monthly report of statistical data as required by Missouri Supreme Court Rules 4.28 and 4.29.
3. COUNTY shall assess and collect all fines and costs generated by the hearing and determination of the municipal ordinance violations of MUNICIPALITY ("fines and costs").
4. COUNTY's fees under this Contract shall be an amount equal to one half of the fines and costs. With regard to collected court costs, the St. Louis County Municipal Court shall assess, collect, and distribute such court costs as allowed or required by law. County shall retain \$12 per case as a clerk fee.

5. COUNTY shall distribute to MUNICIPALITY all of the fines and costs and shall invoice MUNICIPALITY and for the fees as set forth in Section 4 above). Such distribution and invoicing shall occur on a monthly basis.
6. COUNTY shall provide MUNICIPALITY all data in a timely manner to facilitate MUNICIPALITY's filing of an annual report with the Missouri State Auditor's Office as required by Section 479.360 RSMo.

#### MUNICIPALITY'S OBLIGATIONS:

7. MUNICIPALITY shall provide for prosecution services and initiate prosecution through the electronic submission of information in a format consistent with Missouri Supreme Court Rules.
8. MUNICIPALITY shall provide searchable electronic copies of codified municipal ordinances and the violations of which are to be heard and determined under this contract. Paper copies shall only be accepted in lieu of the availability of electronic copies or online availability. Notification of any additions, revisions, or termination of any ordinance must be provided to COUNTY within 30 days of enactment/codification. MUNICIPALITY shall also provide any ordinance establishing applicable court costs.
9. MUNICIPALITY shall provide a prosecutor to perform the duties necessary for prosecution of the MUNICIPALITY's ordinance violations.
10. MUNICIPALITY shall submit an annual report to the Missouri State Auditor's Office as required by Section 479.360 RSMo.

#### SPECIALTY COURT PROVISIONS:

11. COUNTY may offer Specialty Court services and programs as established by the County Municipal Courts and consistent with Sections 478.001 through 478.009 RSMo. If the MUNICIPALITY elects to refer defendants to such Specialty Courts, COUNTY shall provide all personnel, services, equipment, and facilities necessary for operation of Specialty Courts within the St. Louis County Municipal Court, including use of County Municipal Court Judges to provide oversight of said programs, caseworkers, probation officers, public defenders, administrative staff and clerks.
12. COUNTY shall permit MUNICIPALITY to refer participants to Specialty Courts. Specialty Courts and programs shall be defined by the Municipal Court consistent with Sections 478.001 through 478.009 RSMo. MUNICIPALITY shall refer participants to the County Specialty Courts and programs.
13. All municipal defendants referred to any Specialty Court shall be evaluated for participation in the specific program and COUNTY shall notify MUNICIPALITY if a participant is accepted. Jurisdiction of the originating cases remains with MUNICIPALITY. COUNTY shall not provide any prosecution services in any Specialty Court.
14. If the St. Louis County Municipal Court Treatment Team determines that a participant in any Specialty Court shall be removed from the assigned program, COUNTY shall treat the treatment court case within St. Louis County Municipal Court closed and the case(s) shall be returned to MUNICIPALITY for further consideration or prosecution.
15. Upon the participant's successful completion of any program through a Specialty Court, COUNTY shall provide MUNICIPALITY with notice of successful completion and for further consideration or prosecution.

#### GENERAL PROVISIONS;

16. Term. This contract shall take effect upon execution and run for a term of two years. The parties may renew this contract by written agreement. Either party may terminate this contract at any time by giving the other party at least sixty (60) days prior written

notice. In the event of termination, participants that the time of such termination may continue the program through completion, but County shall not accept new referrals.

- 17. Compliance With Law. MUNICIPALITY shall comply with all provisions of the Constitution, and the laws of the United States, the State of Missouri and the Charter and Ordinances of St. Louis County as the same shall apply hereto.
- 18. Law and Venue. This contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this Contract or any action or causes of action arising out of this Contract. Venue of any action arising out of this Contract shall only be in St. Louis County, Missouri.
- 19. Notice. Any notice required under this contract shall be made via email to:

MUNICIPALITY:  
 Frank Johnson  
 City Clerk/Administrator, City of Twin Oaks  
 fjohnson@cityoftwinoaks.com

COUNTY:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHEREOF, COUNTY and MUNICIPALITY have signed their names and affixed their official seals to this Agreement on the day and year first above written.

**MUNICIPALITY**  
 CITY OF TWIN OAKS, MISSOURI

APPROVED: *Ron Justice*  
 Mayor  
 (Print name):

*July 26, 2022*  
 Date

ATTEST: *Frank Johnson*  
 City Clerk  
 (Print name): *Frank Johnson*

**ST. LOUIS COUNTY, MISSOURI**

\_\_\_\_\_  
St. Louis County Executive

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Administrative Director

APPROVED:

APPROVED as to Legal Form:

\_\_\_\_\_  
Director, Municipal Court

\_\_\_\_\_  
County Counselor

APPROVED:

\_\_\_\_\_  
County Accounting Officer

Legal Review: \_\_\_\_\_

CE Review: \_\_\_\_\_

