

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT FOR MUNICIPAL COURT SERVICES–SPECIALTY COURTS BY AND BETWEEN THE CITY OF WILDWOOD, MISSOURI, AND ST. LOUIS COUNTY, MISSOURI, FOR PARTICIPATION IN THE ST. LOUIS COUNTY MUNICIPAL COURT SPECIALTY COURTS PROGRAM.

WHEREAS, Sections 70.210 and 70.220, RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with any other municipality or political subdivision of this State for a common service; and

WHEREAS, pursuant to Section 70.230, RSMo., “Any municipality may exercise the power referred to in section 70.220 by ordinance duly enacted . . . [;]” and

WHEREAS, pursuant to Section 66.010, RSMo., “Any county framing and adopting a charter for its own government under the provisions of Section 18, Article VI of the Constitution of this state, may prosecute and punish violations of its county ordinances in the circuit court of such counties in the manner and to the extent herein provided or in a county municipal court. In addition, the county may prosecute and punish municipal ordinance violations in the county municipal court pursuant to a contract with any municipality within the county. Any county municipal court established pursuant to the provisions of this section shall have jurisdiction over violations of that county's ordinances and the ordinances of municipalities with which the county has a contract to prosecute and punish violations of municipal ordinances of the city. . . . [;]” and

WHEREAS, the St. Louis County Municipal Court has been established by St. Louis County, Missouri, a political subdivision of the State of Missouri and charter county of the first class (the “County”), under Chapter 105, SLCRO, and operates said County Municipal Court and specialty court programs (the “St. Louis County Municipal Court Specialty Courts Program”); and

WHEREAS, the City Council of the City of Wildwood, Missouri (the “City”), desires to enter into a Contract for Municipal Court Services–Specialty Courts with the County to enable the City to participate in the St. Louis County Municipal Court Specialty Courts Program.

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

Section One. That the form, terms and provisions of the Contract for Municipal Court Services–Specialty Courts by and between the City of Wildwood, Missouri, and the St. Louis County, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Contract”), be and they hereby are approved, and the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Contract in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Contract and other documents, certificates and instruments

as may be necessary or desirable to carry out and comply with the intent of the Contract and this Ordinance.

Section Two. Effective Date. This Ordinance shall be in full force and effect from and after its final passage and approval.

Section Three. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subjected matter hereof, unless expressly set forth herein.

Section Four. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Council of the City of Wildwood that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

This Bill was passed and approved on the _____ day of _____, 2022, by the Council of the City of Wildwood, Missouri, after having been read by the title or in full two (2) times prior to passage.

Presiding Officer

James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

Exhibit A
[attach Contract]

Contract for Municipal Court Services –Specialty Courts

This contract, entered into by and between St. Louis County, Missouri, a charter county, (“COUNTY”) and _____ hereinafter referred to as “MUNICIPALITY.”

WITNESSETH THAT:

WHEREAS, the St. Louis County Municipal Court is established by the COUNTY under Chapter 105 SLCRO and operates the court and all specialty court programs (“Specialty Courts”); and

WHEREAS, MUNICIPALITY desires to refer participants to the St. Louis County Specialty Courts; and

WHEREAS, the COUNTY is authorized to enter into this contract by Section 105.110 SLCRO; and

WHEREAS, MUNICIPALITY has enacted and approved ordinance No. _____, a copy of which is attached hereto and made part hereof, 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 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.
2. 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.
3. 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.

MUNICIPALITY’S OBLIGATIONS

4. MUNICIPALITY shall refer participants to the County Specialty Courts and programs.
5. 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.
6. MUNICIPALITY shall pay COUNTY \$500 per participant accepted into a Specialty Court or program.
7. 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.

GENERAL PROVISIONS;

8. 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.
9. 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.
10. 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.
11. Notice. Any notice required under this contract shall be made via email to:
MUNICIPALITY:

COUNTY:

MUNICIPALITY
CITY/VILLAGE OF (MUNI), MISSOURI

APPROVED: _____
(Print name): **Mayor/Board Chair** _____ Date _____

ATTEST: _____
(Print name): **City/Village Clerk**

ST. LOUIS COUNTY, MISSOURI

_____ Date _____
St. Louis County Executive

ATTEST:

Administrative Director

APPROVED:

APPROVED as to Legal Form:

Director, Municipal Court

County Counselor

APPROVED:

County Accounting Officer

Legal Review: _____

CE Review: _____