

Introduced by: Acting City Manager April Walton

**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 21<sup>st</sup> Circuit Court with its existing court; and desires to provide such court and administrative services, for a prescribed fee outlined in this agreement; 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; and

**WHEREAS,** THIS revised AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 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”). The original agreement was passed March 1, 2021.

**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 agree 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 shall continue to employ its own Prosecuting Attorney and set forth compensation in addition to providing their own Prosecuting Assistant.

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

When Moline court is in session, Moline agrees to provide its own police force for the purpose of court security.

Moline agrees to one court day per 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.

Moline agrees to cover the costs associated with licensing and software accessibilities to operate their Municipal division.

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

Moline agrees that it shall bear the cost of temporary staffing as required through an additional fee with Berkeley associated with inputting court cases that exist as of the date of this agreement into the current Berkeley Court System. Temporary Employee shall be retained for 60 days or until the work is completed.

### **Section 3. Compensation**

Moline agrees to pay an annual Administrative Fee of Seventy-Five Thousand Five Hundred Dollars (\$75,500.00). This administrative fee will be inclusive for the salary of court staff, overtime, facility use, office products, and other deemed necessities to efficiently operate Moline Acres Division.

### **Section 4. 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 5. 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:*  
City Manager  
8425 Airport Road  
Berkeley, Missouri 63134  
Email: [awalton@berkeleymo.us](mailto:awalton@berkeleymo.us)  
Fax: (314) 264-2072

*To the City of Moline Acres:*  
Mayor Michelle DeShay or her successor  
2449 Chambers Road  
St. Louis, Missouri 63136  
Fax: (314) 868-7803  
Email: [mdeshay@molineacres.com](mailto:mdeshay@molineacres.com)

**Section 6. Termination of Consolidation Contract:**

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

**Section 7. 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 \_\_\_\_\_ 2025

2nd Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2025

3rd Reading, PASSED and APPROVED, this       day of             2025      

\_\_\_\_\_  
Rita Crawford-Graham, Mayor

ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved as To Form:  
Phillip C. Boyd, City Attorney

Final Roll Call:

Councilwoman Holmes	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___