

BILL NO. 912
ORDINANCE NO. 912

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF
MOSCOW MILLS TO EXECUTE
A REVISED MUNICIPAL COURT SERVICES AGREEMENT BETWEEN THE CITY OF
MOSCOW MILLS AND THE CITY OF HAWK POINT

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF MOSCOW
MILLS AS FOLLOWS:

1. The Mayor of Moscow Mills is hereby authorized and directed to execute for and on behalf of the City of Moscow Mills, a revised Municipal Court Services Agreement with the City of Hawk Point, in substantial conformity with the attached Exhibit "A".
2. The Agreement is for a period of one (1) year from August 1, 2020, through July 31, 2021, and shall provide a monthly fee of \$1,200.00.

Effective Date.

This ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Aldermen of the City of Moscow Mills on this 13th day of July, 2020.

CITY OF MOSCOW MILLS

Patrick Flannigan, Mayor

ATTEST:

Linda Haynes, City Clerk

EXHIBIT “A”
MUNICIPAL COURT SERVICES AGREEMENT

This Municipal Court Services Agreement (the “Agreement”) is entered into between the City of Hawk Point, Missouri, (“Hawk Point”) and the City of Moscow Mills, Missouri, (“Moscow Mills”), collectively referred to herein as the “Parties”, as of the date last executed below.

Whereas, the Parties desire through this Agreement to do all things necessary to transfer Hawk Point’s municipal court services (the “Hawk Point Municipal Court”) to the Moscow Mills Division of the Lincoln County Circuit Court (the “Moscow Mills Municipal Court”); and

Whereas, Hawk Point desires to have Moscow Mills to provide all court clerk and judicial functions required by Missouri law and Missouri Supreme Court rules for the Hawk Point Municipal Court; and

Whereas, Moscow Mills desires to provide such court clerk and judicial services on those terms and conditions set forth below; and

Whereas, Hawk Point also desires to have Moscow Mills provide its aldermanic chambers on a monthly basis for conduct of court proceedings for Hawk Point Municipal Court; and

Whereas, Moscow Mills desires to provide its aldermanic chambers such monthly municipal court proceedings on those terms and conditions set forth below; and

Whereas, Hawk Point desires to have Moscow Mills collect fines and costs associated with the operation of the Hawk Municipal Court; and

Whereas, Moscow Mills desires to provide such collection services; and

Whereas, Article VI, Section 16 of the Missouri Constitution, Sections 70.815 and 71.370 of the Revised Statutes of Missouri, and Chapter 479 of the Revised Statutes of Missouri authorized Moscow Mills to provide municipal court services to Hawk through this Agreement; and

Whereas, to effect such transfer the Hawk Point Board of Aldermen has authorized the execution through City Ordinance No. ____; and

Whereas, to effect such transfer the Moscow Mills Board of Aldermen has authorized the execution through City Ordinance No. ____.

Now, therefore, the Parties agree as follows:

1. Moscow Mills provide a properly certified municipal court clerk to conduct all court clerk functions required by Missouri law, Missouri Supreme Court operating rules, and local rules

for the Lincoln County Circuit Court.

2. The court clerk services provided by Moscow Mills shall include, but not be limited to, all interactions with the public involving court records, collection of fines and costs and other fees that are legally allowed, such appropriate means of accounting for the sums collected as may be required by law or court rules and regulations properly promulgated by the office of the Missouri auditor.
3. Hawk Point shall provide a municipal judge to conduct all judicial functions required by Missouri law, Missouri Supreme Court operating rules for the Hawk Point municipal court, and local rules for the Lincoln County Circuit Court.
4. Moscow Mills shall provide its aldermanic chambers once per month during which the Moscow Mills court personnel shall conduct Hawk Point's municipal court proceedings immediately prior to Moscow Mill's municipal court proceedings.
5. In exchange for the services above, Hawk Point shall pay Moscow Mills the sum of \$1,200.00 per month. All fines and the \$12.00 municipal court costs collected as a result of the adjudication of Hawk Point municipal court violations processed by Moscow Mills shall be remitted to Hawk Point. All other court costs collected by Moscow Mills shall be remitted by Moscow Mills to the appropriate state fund.
6. The Mayor and Board of Aldermen of Hawk Point hereby appoint the municipal clerk of Moscow Mills Municipal Court as the municipal clerk of Hawk Point Municipal Court.
7. Hawk Point shall not be obligated to collect any outstanding fines or costs assessed for the violation of its ordinances. Hawk Point shall in good faith review and consider the enactment of any ordinances relating to its municipal code violations or the administration of the municipal court as requested by Moscow Mills and will cooperate with and assist Moscow Mills with any reasonable collection efforts undertaken by Moscow Mills.
8. All Moscow Mills Municipal Court employees or agents, without detracting from their power and authority as employees or agents of Moscow Mills, shall serve as official personnel of Hawk Point, and the authorized employees or agents of Moscow Mills shall have exclusive control and command of all such personnel and equipment provided by Moscow Mills while such personnel and equipment are being used to perform the services provided for herein.
9. While performing the provided for herein, all employees or agents of Moscow Mills shall have all the authority authorized by Missouri statutes and Hawk Point ordinances for employees or agents performing such services.
10. Moscow Mills shall not be liable to Hawk Point for delay, negligence or mistake in

receiving, responding to, or performing the services provided for herein, nor shall this Agreement be interpreted as being an Agreement for the benefit of any third person.

11. 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 the Agreement.
12. This Agreement shall be effective for a period of one year, from August 1, 2020, through July 31, 2021.
13. Hawk Point and Moscow Mills shall have the right to amend this Agreement by mutual agreement. Any such amendment shall be authorized by ordinance or resolution 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.
14. If any provision contained in this Agreement shall be held or declared to be invalid, or 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.
15. This Agreement shall be governed by Missouri law.

Both parties to this Contract acknowledge and agree that Cynthia Davenport, as City Attorney, was asked by the City of Hawk Point to draft this Agreement. Both parties have been informed and acknowledge that Cynthia Davenport also represents, and will continue to represent, City of Moscow Mills this and on unrelated matters. Both parties have had adequate time and opportunity to consult with separate legal counsel regarding this Agreement and desire to waive same. Both parties have been informed that Cynthia Davenport has, does and will continue to represent both parties in other, unrelated matters. Both parties have been informed that if any dispute arises regarding this Agreement, both parties will be required to employ legal counsel other than Cynthia Davenport to assist in resolving same. All parties waive any conflict of interest regarding the representation and drafting of this Agreement by Cynthia Davenport.

CITY OF HAWK POINT

CITY OF MOSCOW MILLS

Mark Seigler, Acting Mayor

Patrick Flannigan, Mayor

Samantha Shelton, Clerk
07/06/20

Linda Haynes, Clerk
07/13/20