

**MUNICIPAL COURT SERVICES AGREEMENT**

This Municipal Court Services Agreement (the “Agreement”) is entered into between the City of Frontenac, Missouri (“Frontenac”) and the City of Crystal Lake Park, Missouri (“Crystal Lake Park”), collectively referred to herein as the “Parties”, as of the date last executed below.

**Recitals**

**Whereas**, Frontenac provides police services to Crystal Lake Park, and to improve the efficient delivery of those services the Parties desire to transfer Crystal Lake Park’s municipal court services (the “Crystal Lake Park Municipal Court”) from the St. Louis County Associate Circuit Court to the Frontenac Municipal Division of the St. Louis County Circuit Court (the “Frontenac Municipal Court”); and

**Whereas**, Crystal Lake Park desires to have Frontenac provide all court clerk and judicial functions required by Missouri law and Missouri Supreme Court rules for the Crystal Lake Park Municipal Court; and

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

**Whereas**, Crystal Lake Park also desires to have Frontenac provide its aldermanic chambers for Aldermanic meetings on a monthly basis for the conduct of court proceedings for the Crystal Lake Park Municipal Court; and

**Whereas**, Frontenac desires to provide its chambers for such municipal court proceedings on those terms and conditions set forth below; and

**Whereas**, Crystal Lake Park desires to have Frontenac collect fines and costs associated with the operation of the Crystal Lake Park Municipal Court; and

**Whereas**, Frontenac desires to provide such collection services; and

**Whereas**, to effect such transfer the Crystal Lake Park Board of Alderpersons has re-established its municipal court and has authorized the execution of this Agreement through City Ordinance No. \_\_\_\_; 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 authorize Frontenac to provide municipal court services to Crystal Lake Park through this Agreement; and

**Whereas**, the Frontenac Board of Aldermen has duly enacted and approved its Ordinance No. 2023-\_\_\_\_\_ authorizing this Agreement;

Now, therefore, for the consideration noted herein the parties agree as follows:

**Section 1. Court Clerk Services, Judicial Services, Court Space and Collection Services.**

- 1.1. Frontenac shall provide a properly certified municipal court clerk or clerks to conduct all court clerk functions required by Missouri law, Missouri Supreme Court operating rules for the Crystal Lake Park Court, and local rules for the St. Louis County Circuit Court.
- 1.2. The court clerk services provided by Frontenac 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 Office of Court Administration and Missouri Auditor.
- 1.3. Frontenac shall provide its Aldermanic chambers once per month for Crystal Lake Park to conduct its municipal court proceedings on the same date(s) and time(s) at which Frontenac conducts its municipal court.
- 1.4. In exchange for these services in Paragraph 1.1 to 1.3, Crystal Lake Park assigns to Frontenac all fines and municipal court costs collected as a result of the adjudication of those Crystal Lake Park municipal ordinance violations processed by Frontenac.
- 1.5. The Mayor and Board of Alderpersons of the City of Crystal Lake Park hereby appoint the municipal judges and clerks of the Frontenac Municipal Court as the municipal judges and clerks of the Crystal Lake Park Municipal Court.
- 1.6. Crystal Lake Park shall continue to employ their own Prosecuting Attorney who shall be responsible for prosecuting any and all violations of the ordinances of Crystal Lake Park before the municipal court and the St. Louis County Circuit Court.
- 1.7. Crystal Lake Park shall not be obligated to collect any outstanding fines or costs assessed for the violation of its ordinances. Crystal Lake Park 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 Frontenac and will cooperate with an assist Frontenac with any reasonable collection efforts undertaken by the City.

## Section 2. Notice to Parties.

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

To Frontenac:

Scott Schaefer  
City Administrator  
City of Frontenac  
10555 Clayton Road  
Frontenac, Missouri 63131

To Crystal Lake Park:

Ms. Angela McCormick  
City Clerk  
City of Crystal Lake Park  
10555 Clayton Road  
Frontenac, Missouri 63131

Section 3. General Provisions.

3.1. All Frontenac municipal court employees, without detracting from their power and authority as employees of Frontenac, shall serve as official personnel of Crystal Lake Park, but the authorized employees of Frontenac shall have exclusive control and command of all such personnel and all equipment provided by Frontenac while such personnel and equipment are being used to hear and determine all Crystal Lake Park municipal code violations (the “Services”).

3.2. While performing the Services, all employees of Frontenac shall have all the authority authorized by Missouri statutes and Crystal Lake Park ordinances for employees performing such Services.

3.3. Frontenac shall not be liable to Crystal Lake Park for delay, negligence or mistake in receiving, responding to, or performing the Services, nor shall this Agreement be interpreted as being an Agreement for the benefit of any third person.

3.4. In no event shall Frontenac be liable to Crystal Lake Park for special, indirect, or consequential damages. In the event of a breach of this Agreement, the maximum liability of Frontenac shall be limited to the amount of money Frontenac collected for Crystal Lake Park under this Agreement.

3.5. This Agreement shall be effective for a period of five years, from November 1, 2023 through October 31, 2028. Either party may cancel this Agreement on ninety (90) days written notice to the other party.

3.6. Frontenac and Crystal Lake Park shall have the right to amend this Agreement by mutual agreement. Any such amendment must 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.

3.7. If any provision contained in this Agreement shall be held or declared to be invalid, 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.

3.8. This Agreement shall be governed by Missouri law.

3.9. Nothing in this Agreement is intended to waive and shall not waive the doctrines of sovereign immunity or official immunity as would otherwise be available to Frontenac or Crystal Lake Park with regard to any claim made by any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

Executed by the City of Frontenac this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Executed by the City of Crystal Lake Park this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF FRONTENAC

CITY OF CRYSTAL LAKE PARK

\_\_\_\_\_  
Kate Hatfield, Mayor

\_\_\_\_\_  
Anne Wagner, Mayor

Attest:

Attest:

\_\_\_\_\_  
Leesa Ross, City Clerk

\_\_\_\_\_  
Angela McCormick, City Clerk