

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE  
A FIRST AMENDMENT TO THE COOPERATION AGREEMENT  
WITH THE CITIES OF GLENDALE AND OAKLAND  
FOR MUNICIPAL COURT OPERATIONS.**

**Whereas**, on September 18, 2018 by Glendale Ordinance No. 15-18, Oakland Ordinance No. 867 and Warson Woods Ordinance No. 1608, the cities of Glendale (“Glendale”), Oakland (“Oakland”) and Warson Woods (“Warson Woods”) (collectively, the “Cities”), entered in a certain agreement entitled “Cooperation Agreement for Municipal Court Clerk Services and Court Chambers” (the “Cooperation Agreement”) which among other things set the rate each City would pay for its services; and

**Whereas**, the Agreement provided that after six months the parties would assess the cost distribution between the parties and may, by agreement of all the parties, amend this Agreement to modify the fee structure if deemed appropriate by the parties; and

**Whereas**, the Cities have reviewed the services rendered to each City and have decided to adjust the fee structure; and

**Whereas**, the Warson Woods Board of Aldermen finds it in the best interests of the Warson Woods to approve the amendment to the Cooperation Agreement for shared municipal court administration services.

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

**SECTION 1.** The Board of Aldermen approves, and the Mayor is authorized to execute on behalf of the City of Warson Woods, a the First Amendment to Cooperation Agreement with Glendale and Oakland, substantially in the form of First Amended Cooperation Agreement marked “Exhibit 1” attached hereto and incorporated herein and made a part of this ordinance as if set forth in fully herein.

**SECTION 2.** The Mayor, City Attorney and City Clerk are authorized to take such other and further action as may be necessary to complete the amendment of the Cooperation Agreement and carry out the intent of this ordinance.

**SECTION 3.** This ordinance shall be in full force and effect on and after its passage and approval by the Board and the Mayor.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES  
PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON  
WOODS, MISSOURI THIS 17<sup>th</sup> DAY OF MARCH 2020.

\_\_\_\_\_  
Laurance M. Howe, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Mahany, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul V. Rost, City Attorney

**Exhibit 1**

**FIRST AMENDMENT TO  
COOPERATION AGREEMENT FOR MUNICIPAL  
COURT CLERK SERVICES AND COURT CHAMBERS**

THIS FIRST AMENDMENT TO THE COOPERATION AGREEMENT FOR MUNICIPAL COURT CLERK SERVICES AND COURT CHAMBERS (“First Amended Cooperation Agreement”) is made and entered into this \_\_\_ day of March 2020 by and among the Cities of Glendale (“Glendale”), Oakland (“Oakland”) and Warson Woods (“Warson Woods”), Missouri, all fourth class municipal corporations located in the County of St. Louis, State of Missouri;

**WITNESSETH:**

**WHEREAS**, on September 18, 2018 by Glendale Ordinance No. 15-18, Oakland Ordinance No. 867 and Warson Woods Ordinance No. 1608, the Cities of Glendale (“Glendale”), Oakland (“Oakland”) and Warson Woods (“Warson Woods”), Missouri, entered in a certain agreement entitled “Cooperation Agreement for Municipal Court Clerk Services and Court Chambers” (the “Cooperation Agreement”) which among other things set the rate each City would pay for its services;

**WHEREAS**, the Cooperation Agreement provided that after six months the parties would assess the cost distribution between the parties and may, by agreement of all the parties, amend the Cooperation Agreement to modify the fee structure if deemed appropriate by the parties;

**WHEREAS**, Glendale, Oakland and Warson Woods have reviewed the services rendered to each City and have decided to adjust the fee structure; and

**WHEREAS**, this First Amended Cooperation Agreement has been authorized by Glendale Ordinance No. \_\_\_\_\_ and Oakland Ordinance No. \_\_\_\_\_ and Warson Woods Ordinance No. \_\_\_\_\_;

**NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES AS FOLLOWS:**

The Parties hereby reaffirm all portions of the Cooperation Agreement except as expressly amended hereby as follows:

Sections 1.3 and 1.4 are amended to change to allocation of fees among the cities, to read as follows:

1.3 Subject to periodic modification of the fee structure as provided in Paragraph 4.1 below, in exchange for these services in Paragraphs 1.1 and 1.2, commencing April 15, 2020, Oakland shall pay Glendale the sum of \$3,675 per month on or before the 15<sup>th</sup> day of each month during the term of this Agreement.

1.4 Subject to periodic modification of the fee structure as provided in Paragraph 4.1 below, in exchange for these services in Paragraphs 1.1 and 1.2, commencing April 15, 2020, Warson Woods shall pay Glendale the sum of \$900 per month on or before the 15<sup>th</sup> day of each month during the term of this Agreement.

Sections 4.1 of the General Provisions is amended to clarify the process for annually evaluating the fee schedule for the shared services, to read as follows:

4.1 Glendale, Oakland and Warson Woods shall have the right to amend this Agreement by agreement of all the parties. At the end of each calendar year, Glendale shall provide a report of the caseload of each city for that year together with a projected budget for the following year for the purpose of calculating each city's contribution for the following year, and such agreed upon changes shall be effective in February of the following year. Any such amendment shall be authorized by ordinance of each governing body, duly and legally adopted, and shall be executed by all parties. Any such amendment shall be attached to each duplicate original held by each of the parties hereto.

This Agreement may be signed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have here unto set their hands and seals in their respective cities on the last date of the signatures below.

**CITY OF GLENDALE, MISSOURI**

**CITY OF OAKLAND, MISSOURI**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

**CITY OF WARSON WOODS**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk