

1st Reading:
2nd Reading:

SPONSOR: MAURATH

ORDINANCE NO. ____

BILL NO. 21-78

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF VALLEY PARK RELATING TO CODE ENFORCEMENT SERVICES AND GRANTING FURTHER AUTHORITY.

WHEREAS, Fenton and Valley Park had contracted with the St. Louis County Police for its Problem Properties Unit to provide aid to the cities on certain properties; and

WHEREAS, through that contract, both cities worked with Officer Rinck (“Rinck”) who was instrumental in helping address various problem properties within both cities; and

WHEREAS, the Problem Properties Unit was rebranded by the St. Louis County Police and Rinck retired from the St. Louis County Police; and

WHEREAS, both cities desire to continue to utilize the knowledge and expertise of Rinck for problem properties and other code violations; and

WHEREAS, Section 70.220 RSMo. authorizes municipalities to contract with each other for common services when the subject matter is within the scope of powers of the individual municipality; and

WHEREAS, the cities desire to facilitate an arrangement that is mutually beneficial to both cities where Rinck is a full-time employee for Fenton as a code enforcement officer but Rinck will also contractually provide code enforcement services to Valley Park on a shared basis.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute the Intergovernmental Cooperative Agreement with Valley Park in substantially the form of Exhibit 1 attached hereto and incorporated herein by reference. The Board of Aldermen grants the City Administrator further authority to work with the City Administrator of Valley Park to carry out the intent of this Intergovernmental Cooperative Agreement and ordinance.

ORD. NO. ____

ORD. NO. ____

Section 2. This ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this 23rd day of September, 2021.

BOB BRASSES, MAYOR

APPROVED this 23rd day of September, 2021.

BOB BRASSES, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

ORD. NO. ____

Exhibit 1

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (the “Agreement”) is made and entered into this ____ day of September 2021, by and between the City of Fenton, Missouri (“Fenton”), and the City of Valley Park, Missouri (“Valley Park”), both fourth class municipal corporations located in the County of St. Louis, Missouri.

WITNESSETH:

WHEREAS, Fenton and Valley Park had contracted with the St. Louis County Police for its Problem Properties Unit to provide aid to the cities on certain properties; and

WHEREAS, through that contract, both cities worked with Officer Rinck (“Rinck”) who was instrumental in helping address various problem properties; and

WHEREAS, the Problem Properties Unit was rebranded by the St. Louis County Police and Rinck retired from the St. Louis County Police; and

WHEREAS, both cities desire to continue to utilize the knowledge and expertise of Rinck for problem properties and other code violations within the cities; and

WHEREAS, both cities desire through this Agreement to facilitate an arrangement that is mutually beneficial where Rinck is a full-time employee for Fenton, but Rinck will also contractually provide services to Valley Park; and

WHEREAS, Section 70.220 RSMo. authorizes municipalities to contract with each other for common services when the subject matter is within the scope of powers of the individual municipality; and

WHEREAS, this Agreement has been authorized by Fenton and Valley Park in accordance with § 432.070 RSMo.

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

I. CODE ENFORCEMENT SERVICES

To accomplish the purpose of this Agreement, Fenton has hired Rinck as a full-time code enforcement officer and will provide him benefits associated with such full-time status including medical and dental insurance for him and his spouse, group life, AD&D, group long term, EAP, Laggers, social security, and Medicare coverage. Fenton shall pay Rinck on a bi-weekly basis (“Pay-Period”) as it does all other full-time employees.

During the term of this Agreement, Fenton authorizes, and Valley Park agrees to utilize Rinck for code enforcement and other designated services in Valley Park for forty (40) hours each Pay-Period.

While providing code enforcement and other designated services to Fenton, Rinck shall abide by the Fenton's personnel manual and all applicable policies and utilize Fenton facilities, vehicles, and other equipment and hardware and software necessary to carry out the functions of a code enforcement officer for Fenton. While providing code enforcement services and other designated services to Valley Park, Rinck shall abide by Valley Park applicable policies and utilize all Valley Park facilities, vehicles, and other equipment and hardware and software necessary to carry out the functions of a code enforcement officer for Valley Park.

The schedule for the shared hours between Fenton and Valley Park shall be as set forth on Exhibit A attached hereto. Because both cities desire flexibility in schedule and some hours on weekends and after City Hall hours from time to time, the City Administrators of Fenton and Valley Park shall have the authority to set flex schedules for Rinck and amend Exhibit A at any time as both mutually agree and is in the best interest of the cities.

II. COSTS AND LIABILITY

As consideration for Rinck to provide code enforcement and other designated services to Valley Park for forty (40) hours per Pay Period for the initial one (1) year term while maintaining full employment with Fenton, Valley Park shall pay to Fenton the sum of \$40,416.07, divided into twelve (12) monthly payments of \$3,368.00 due on first day of each month starting October 1, 2021. Provided however, if applicable, Valley Park shall also pay Fenton an additional \$1,684.00 on October 1, 2021 to cover the period of work from September 27-30.

Valley Park acknowledges and understands that Fenton provides its employees raises in January and therefore if Rinck receives a raise after expiration of the initial one (1) year term but during a renewal term, Valley Park agrees to increase the compensation due to Fenton on a pro rata share of any such raise provided Fenton gives Valley Park written notice of the same.

Rinck may agree from time to time to work overtime for Fenton or Valley Park. Any time Valley Park has Rinck work more than the time provided for in the agreed-upon schedule within Exhibit A and Rinck elects to be paid overtime in lieu of comp time, Valley Park must provide Fenton additional compensation for such time at 1.5 times Rinck's then current rate of pay. Valley Park must provide Fenton notice of such hours worked either beforehand or immediately following such additional work so that Fenton may pay Rinck the proper overtime pay or provide comp time in accordance with applicable law. Fenton shall invoice Valley Park for any overtime pay attributable to extra hours worked at Valley Park, which shall be paid within thirty (30) days of receipt of such invoice. Any comp time earned by Rinck for working overtime for Valley Park shall be used to take time off from Valley Park. Fenton shall keep track of the comp time earned for overtime work at Valley Park and for Fenton and if, upon separation of employment, Rinck has comp time required to be paid to Rinck, Valley Park shall reimburse Fenton for any such time attributable to overtime work for Valley Park.

Rinck shall use the allotted PTO time provided by Fenton equally split between the hours he works for Fenton and Valley Park.

During the time Rinck is providing services to Valley Park, Valley Park shall be solely responsible for his actions, or lack of actions, in carrying out code enforcement and other services for Valley Park and for any claims, injuries, causes of action, damages, or liability whatsoever, including workers compensation claims, that may arise from or occur while providing services to Valley Park. Valley Park at its sole cost and expense agrees to indemnify, protect, and hold harmless Fenton its elected officials, officers, and employees from and against any and all claims (including workers compensation), demands, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, 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, from Rinck providing services hereunder to Valley Park. During the time Rinck is providing services to Fenton, Fenton shall be solely responsible for his actions, or lack of actions, in carrying out code enforcement services for Fenton and for any claims, injuries, causes of action, damages, or liability whatsoever, including workers compensation claims, that may arise from or occur while providing services to Fenton.

III. TERM

This Agreement shall be effective from and after its execution by both parties and continue in effect for a period of one (1) year and one week so that the initial term expires on September 30, 2021. This Agreement shall automatically renew for one (1) year terms on October 1 the following year under the same provisions and conditions herein (except that the compensation due to Fenton shall increase by a pro rata share for any raise that may be provided to Rinck) unless either party shall give written notice sixty (60) days prior to the expiration of the then-current term.

IV. NOTICE

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

To the City of Fenton:

City Administrator
625 New Smizer Mill Road
Fenton, Missouri 63036

To the City of Valley Park:

City Administrator
320 Benton Street
Valley Park, MO 63088

V. MISCELLANEOUS

- A. **Counterparts.** That this Agreement may be signed in counterparts.
- B. **Choice of Law.** This Agreement shall be governed by Missouri law.
- C. **Termination.** This Agreement shall automatically terminate upon Rinck no longer being employed by Fenton. The indemnification provision and liability responsibilities shall survive termination and remain in full force and effect for a period of five (5) years from termination of this Agreement.
- D. **Annual Appropriations. Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, Valley Park is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Valley Park's then current fiscal year. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Nonappropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly.
- E. **No Third-Party Beneficiaries.** This Agreement shall not be interpreted as being an Agreement for the benefit of any third party.
- F. **Severability.** 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.
- G. **Non-Waiver of Immunity.** 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 Fenton or Valley Park with regard to any claim made by any person or entity that is not a party to this Agreement.
- H. **Non-delegation of Statutory Authority.** Anything contained in the Agreement herein to the contrary notwithstanding, the parties hereby represent and agree that this Agreement is not intended, nor shall it operate as a delegation of any legislative or statutory authority of Fenton and its elected or appointed officials to Valley Park or vice versa.
- I. **Waiver.** The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant, or condition.
- J. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

K. **Entire Agreement.** This writing, and the exhibit hereto, constitutes the entire agreement of the parties and it shall not be modified, altered, or amended except in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

CITY OF FENTON, MISSOURI

CITY OF VALLEY PARK, MISSOURI

By: _____
Mayor

By: _____
City Administrator

ATTEST:

ATTEST:

City Clerk

City Clerk

Exhibit A

Upon execution of this Agreement and until Exhibit A is amended by the City Administrators of Fenton and Valley Park, Rinck shall work on a rotating basis an 8-hour shift on Monday, Wednesday, and Friday for one city and work an 8-hour shift on Tuesday and Thursday for the other, and then switch the following week.