

AN ORDINANCE OF THE CITY OF PORTAGE DES SIOUX, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH ST. CHARLES COUNTY FOR THE PURPOSE OF COMPLYING WITH SECTIONS 66.200 THROUGH 66.240, R.S. MO.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF PORTAGE DES SIOUX, MISSOURI, AS FOLLOWS:

SECTION I

The Mayor and the City Clerk are hereby authorized to execute a contract with St. Charles County for the purpose of complying with Sections 66.200 through 66.240, R.S. Mo.

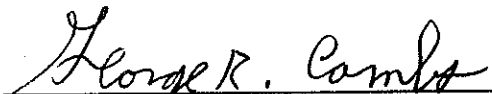
SECTION II

Due to the brevity of time allotted by the County for the return of this contract, this ordinance shall be effective immediately upon its passage, adoption and approval by the Mayor. This ordinance has received all of the required readings at the same meeting at which the bill was introduced, so that it can be passed at one meeting.

SECTION IV

This ordinance shall take effect and be in force from and after its passage and approval.

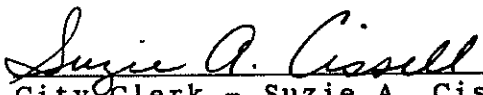
Read this first, second and third time and passed by the Board of Aldermen of the City of Portage Des Sioux, Missouri, this 18th day of December, 1992.



Mayor George Combs

City Seal

I attest that the above was read three times and passed on the 18th day of December, 1992.



City Clerk - Suzie A. Cissell

COUNTY SATELLITE OFFICE FOR COUNTY RECORDS

This contract made this 18th day of December, 1992, between ST. CHARLES COUNTY, MISSOURI (hereinafter called "County") and the CITY OF PORTAGE DE SIOUX (hereinafter called "Agency") to comply with Sections 66.200 through 66.240, R.S.Mo.

ARTICLE I - GENERAL TERMS

A. The County will:

1. By December 31, 1992, designate the Agency as a "County Satellite Officer for Police Records".
2. By December 31, 1992, approve and supply the Agency with forms for all records or, in the alternative, this agreement automatically approves Agency supplied forms on file with the County, unless the County Sheriff's Department notifies the Agency otherwise within thirty days of filing the forms.
3. By December 31, 1992, appoint a County Sheriff's Employee as the custodian required under the Sunshine Law. The custodian will be a liason for the Agencies and responsible for periodically reviewing records to insure contract compliance.

B. The Agency will:

1. Retain an original or exact copy of all the police records of the Agency pertaining to all violations constituting felonies or misdemeanors punishable by a jail sentence (except traffic violations) so they become County records.
2. File and index the records under an acceptable retrieval system.
3. File a monthly report with the County custodian summarizing its records.
4. Give the St. Charles County Sheriff's Department, the municipal police of St. Charles County and the State Highway Patrol access to the records.
5. Comply with Sections 610.010, R.S.Mo. Supp. 1991, et seq (a/k/a The Sunshine Law) as it pertains to the records.
6. Place in the mail any requested record covered by this agreement to the County, at no charge, within 48 hours of the County.

ARTICLE II - LIABILITY

To the extent permissible by law, the Agency shall indemnify, protect and hold harmless St. Charles County, Missouri, from and against the loss, cost, claims demands, damage and/or expense arising out of any demand, claim, suit or judgement for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, which may arise out of or be caused in whole or in

part by the fault, failure, or negligence of the Agency, its agents, servants or employees to comply with this agreement.

To the extent permissible by law, the County shall indemnify, protect and hold harmless St. Charles County, Missouri, from and against the loss, cost, claims demands, damage and/or expense arising out of any demand, claim, suit or judgement for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the County, its agents, servants or employees to comply with this agreement.

ARTICLE III

This Agreement may be executed in counterparts, which taken together shall be one agreement.

ARTICLE IV -TERMINATION

A. This Agreement terminates December 31, 1992. it shall be automatically renewed for successive one year terms unless cancelled by either party.

G. This Agreement may be terminated by either party hereto at any time by giving sixty (60) days prior written notice to the other at the address shown on the signature page.

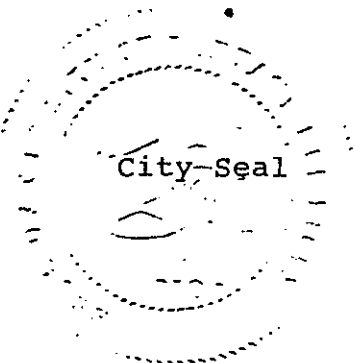
CITY OF PORTAGE DE SIOUX

George R. Combs
Mayor

ATTEST:

Suzie A. Cissell

Suzie A. Cissell
City/Court Clerk



~~ST. CHARLES COUNTY, MISSOURI
118 North Second Street
St. Charles, Missouri 63301~~

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Eugene C. Schwendemann
Presiding Commissioner~~

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William J. Luetkenhaus
Western District Commissioner~~

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Paul O. Schnare
Eastern District Commissioner~~

~~ATTEST~~

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Jim Primm, County Clerk~~

** Pursuant to the adoption of the Charter and passage of Ordinance No. 93-57, I execute this agreement on behalf of St. Charles County, Missouri.

Raymond E. Runyon
Sheriff Raymond E. Runyon

Bill No.

58

Ordinance No.

93-57

AN ORDINANCE OF THE COUNTY OF ST. CHARLES, MISSOURI,
AUTHORIZING THE COUNTY SHERIFF TO EXECUTE COUNTY
SATELLITE OFFICE FOR COUNTY RECORDS AGREEMENTS.

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI,
AS FOLLOWS:

- Section 1. The County Sheriff is hereby authorized and directed to execute all Satellite Office for County Records Agreements on behalf of St. Charles County.
- Section 2. The agreements shall be in substantially the same form as those attached as exhibits to this ordinance.
- Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

April 27, 1993
DATE PASSED

April 29, 1993
DATE APPROVED BY COUNTY EXECUTIVE

Carl F. Beards
CHAIR OF THE COUNCIL

Eugene C. Schumacher
COUNTY EXECUTIVE

ATTEST:

Jim Pinner
COUNTY CLERK

Approved as to Form:

[Signature]
County Counselor

[Signature]
Date