

**AN ORDINANCE DECLARING A 2016 FORD TRANSIT VAN SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CLAY COUNTY SHERIFF'S DEPARTMENT TO TRANSFER OWNERSHIP OF SAID PROPERTY IN EXCHANGE FOR MUNICIPAL PRISONER HOUSING CREDIT.**

**WHEREAS**, the City of Gladstone presently owns a 2016 Ford Transit Van equipped specifically for transporting detained individuals; and

**WHEREAS**, the Clay County Sheriff's Department has instituted a prisoner transport service, which significantly decreases the need for the Police Department to transport detained subjects; and

**WHEREAS**, The Clay County Sheriff's Department presently houses municipal inmates for the City of Gladstone for a daily fee; and

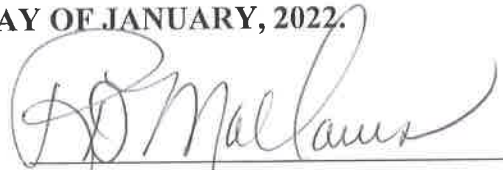
**WHEREAS**, the Clay County Sheriff's Department has agreed to provide \$30,000 worth of prisoner housing credit in exchange for the 2016 Ford Transit Van.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:**

**THAT**, the 2016 Ford Transit Van, VIN# 1FTBW2CG8GKa41566, is hereby declared surplus property of the City of Gladstone; and

**FURTHER, THAT**, the City Manager of the City of Gladstone is hereby authorized to enter into an agreement with the Clay County Sheriff's Department to exchange the surplus vehicle for \$30,000 in prisoner housing credit.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF JANUARY, 2022.**

  
R.D. Mallams, Mayor

ATTEST:

  
Becky Jarrett, Deputy City Clerk

1st Reading: January 10, 2022

2<sup>nd</sup> Reading: January 10, 2022



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 22-02

ORD # 4.579

Date: 1/4/2022

Department: General Administration

Meeting Date Requested: 1/10/2022

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: An Ordinance declaring a 2016 Ford Transit Van surplus property and authorizing the City Manager to enter into an agreement with the Clay County Sheriff's Department to transfer ownership of said property in exchange for prisoner housing credit.

Background: The Police Department is currently in possession of a 2016 Ford Transit Van that is equipped for transporting prisoners. The vehicle has been rarely utilized and often sits for extended periods of time, which has contributed to ongoing maintenance issues. The Clay County Sheriff's Department has started a specialized unit for transporting municipal prisoners and has expressed an interest in purchasing the under-utilized vehicle. The Sheriff's Department has agreed to provide prisoner housing credit in exchange for ownership of the vehicle. Both parties have agreed that \$30,000 is fair market value for the vehicle.

Budget Discussion: Funds are budgeted in the amount of \$0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$

Public/Board/Staff Input: Staff recommends approving the proposed Ordinance

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer  
Department Director/Administrator

SW  
City Manager

JM  
City Attorney

## AGREEMENT

**THIS AGREEMENT** is made and entered into this 9<sup>th</sup> day of February, 2022 (the "Effective Date") by and between the City of Gladstone, Missouri, (the "City") and Clay County, Missouri (the "County"), (collectively referred to herein as the "Parties").

**WHEREAS**, the County currently accepts and houses at the Clay County Detention Center certain inmates detained under the City's authority; and,

**WHEREAS**, the City desires to sell and convey a certain vehicle to the County for a credit from the County of Thirty Thousand Dollars and NO/100 Cents (\$30,000.00) towards the housing of City inmates at the Clay County Detention Center; and,

**WHEREAS**, the Parties desire to enter in this Agreement to reflect the same.

**NOW, THEREFORE**, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE ADEQUACY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED AND CONFESSED, THE PARTIES HERETO DO MUTUALLY PROMISE, COVENANT AND AGREE AS FOLLOWS:

- I. **The City's Conveyance.** Subject to the terms and provisions of this Agreement, and in consideration of the payment by the County, the City agrees to sell and convey to County a vehicle as described herein, including all rights, title, and interest in the same. The City shall convey such vehicle to the County on a date mutually agreeable to the Parties, in no event shall such date be later than 45 days after the Effective Date of this Agreement. The vehicle to be conveyed is conveyed "AS IS," and the City makes no representations or warranties as to the condition or performance of the vehicle. County has done its due diligence regarding the vehicle to be conveyed and accepts it "AS IS" in its condition at the time of conveyance.

**Vehicle to be conveyed:**

1. Make: Ford
2. Model: Transit Van
3. Year: 2016
4. Vehicle Identification Number (VIN): 1FTBW2CG8GKA41566

- II. **The County's Payment.** Subject to the terms and provisions of this Agreement, and in consideration of the conveyance by the City, the County agrees to provide the City with a credit of Thirty Thousand Dollars and NO/100 Cents (\$30,000.00) towards the housing of those certain inmates detained under the City's authority at the Clay County Detention Center. Such credit to be provided to the City immediately upon the date of the conveyance referred to in paragraph I. Should City inmates, for any reason, no longer be housed at the Clay County Detention Center, County shall promptly tender payment of all credit remaining due to the City.

- III. **Notices.** All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing

The City: City of Gladstone, Missouri  
Attn: Scott Wingerson – City Manager  
7010 North Holmes  
Gladstone, Missouri 64118

The County: Clay County Sheriff's Department  
Attn: Will Akin - Sheriff  
12 South Water  
Liberty, MO 64068

- IV. **Compliance With Laws.** The Parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement.
- V. **No Third-Party Benefit.** The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
- VI. **Assignment.** Neither Party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion.
- VII. **Severability.** Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.
- VIII. **Entire Agreement; Governing Law.** This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.
- IX. **Counterparts.** This Agreement may be executed in separate counterparts.

X. **Authority.** Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement.

XI. **Binding Effect.** This Agreement shall be binding upon the Parties and their successors in interest.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the Effective Date.

CLAY COUNTY, MISSOURI:

By: Will Akin

Name: Will Akin

Title: Clay County Sheriff

Dated: 2/10/22

CITY OF GLADSTONE, MISSOURI:

By: Scott Wingerson

Name: Scott Wingerson

Title: City Manager

Dated: 2/25/2022