

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI AND CLAY COUNTY, MISSOURI RELATING TO CONFINEMENT OF PRISONERS.

WHEREAS, the City of Gladstone, Missouri desires to enter into an intergovernmental agreement with Clay County, Missouri (the "County") for the confinement of prisoners at the County's facility; and

WHEREAS, the City is authorized to enter into intergovernmental agreements pursuant to Section 70.220, RSMo, as amended; and

WHEREAS, Section 70.230, RSMo, as amended, provides that the City may enter into such agreements by ordinance duly enacted.

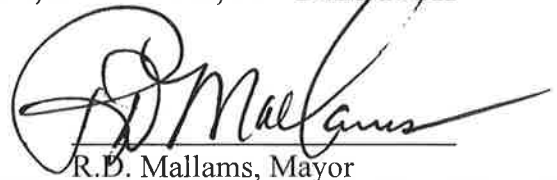
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized, on behalf of the City of Gladstone, Missouri, to execute the Agreement for Confinement of Prisoners between the City and Clay County, Missouri, a copy of which is attached hereto as Exhibit A and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 14TH DAY OF MARCH, 2022.


R.D. Mallams, Mayor

ATTEST:


Becky Jarrett, Deputy City Clerk

First Reading: March 14, 2022

Second Reading: March 14, 2022

Exhibit A

Clay County Detention Center Municipal Prisoner Housing Agreement

**CLAY COUNTY DETENTION CENTER
MUNICIPAL PRISONER HOUSING AGREEMENT**

THIS AGREEMENT entered into this 30 day of March, 2022, by and between Clay County, Missouri, ("County") and the City of Gladstone, ("City").

WHEREAS, the County and the City are political subdivisions as defined by 70.210 RSMo.;

WHEREAS, the City and County are both empowered to house prisoners;

WHEREAS, the County is the owner and operator of the Clay County Detention Center (hereinafter referred to as the "Jail");

WHEREAS the City is in need of additional space in which to house its prisoners;

WHEREAS the County is willing to house a certain number of the City's prisoners in the County's jail;

WHEREAS, the parties are desirous of entering into a cooperative agreement under 70.220 RSMo. for the common service of housing a certain number of the City's prisoners in the County's jail; and

WHEREAS, housing the City's prisoners in the County jail will mutually benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. County and City agree to this Municipal Prisoner Housing Agreement under the following terms:

Prisoner Housing Arrangements:

Housing arrangements for a municipal prisoner must be made in advance by contacting the Clay County Detention Center ("CCDC") and the Municipal Housing Coordinator ("MHC"). If the MHC is not available, the City may contact the on-duty Booking Sergeant. The MHC or the on-duty Sergeant will check for bed availability and verify the prisoner is "fit for confinement."

Requirements for Incarceration:

The County cannot accept prisoners who are medically unsuitable for incarceration, (See RSMO 221.040). Additionally, if, upon arrival at the CCDC, the prisoner is in need of medical care at a hospital or other facility, the City shall be responsible for the transportation of the prisoner and the prisoner shall remain in the City's custody and control. In the event the prisoner has State charges, Clay County will send a Deputy to take custody of the prisoner.

The housing of municipal prisoners who are dangerous to staff and other prisoners may be prohibited unless suitable segregation cells are available.

The City shall submit all required paperwork and documentation with each prisoner. This shall include a municipal commitment from the City's Judge on a form provided by the County and any documentation

necessary to confirm the identity of the prisoner. If a commitment is not available, the City shall include a copy of the warrant and/or citation. In such event, the City shall provide the municipal commitment within 24 hours of incarceration.

Upon transferring custody of the prisoner to the County, the City will also submit all relevant information regarding the prisoner's bond (amount, surety bond eligibility and other criteria) and court dates. The City agrees to keep this information updated during the term of the prisoner's incarceration.

Any special requirements or conditions placed upon the prisoner need to be specifically outlined in writing. No special requirements or conditions will be accepted or applied without this written documentation.

State / Other Holds

Any prisoner who has an active Clay County warrant will automatically be transferred to County custody and will not be released/transported to the City for court without a writ. Any municipal holds placed on the prisoner will be honored after the Clay County charges are completed. In this situation, every effort will be made to contact the City. Any prisoner who has an active warrant for a jurisdiction other than Clay County will be held on the municipal hold unless a writ is issued.

Prisoner Transportation and Property

Transportation of prisoners to and from the CCDC shall be the responsibility of the City, but may be facilitated by Clay County Sheriff's Office when available.

Property of prisoners will be accepted at the CCDC but will be confined to clothing worn by the prisoner at the time of commitment to the CCDC, as well as the personal effects on the prisoner. Such property shall fit into one bag that is no larger than 18" X 18" X 5"; and one 9" X 12" legal size envelope containing legal paperwork, necessary addresses, and phone numbers. **Please note:** The CCDC will not accept knives, guns, ammunition, or any other weapons, regardless of legal ownership.

Prisoners will be allowed to have funds come in with them at the time of their commitment or have funds in the form of money orders (made out to the prisoner's name) brought to the CCDC for deposit into an account in their name; such funds may be used at the prisoner commissary.

Municipal Prisoner Intake Charges

All CCDC prisoner/prisoners are charged an intake fee. These fees are:

Male prisoners will be charged \$7.00 upon intake for the following items: cup, spoon, hygiene kit, and a prisoner handbook.

Female prisoners will be charged \$7.00 upon intake for the following items: cup, spoon, hygiene kit, and a prisoner handbook.

Bonding Arrangements

Prior to transporting any prisoner to the County, the City shall hold the prisoner for a minimum of four (4) hours to give the prisoner the opportunity to post bond. The County will not accept prisoners who have not been this period of time to post bond. After arrival at the CCDC, if a prisoner becomes able to post bond for their release, they may post such bond pursuant to the bonding criteria in place at that

time for the prisoner. Once bond is posted, the County will notify the City and arrange to forward the bond to the City.

Release Arrangements

If the prisoner has been sentenced to a period of incarceration by the judge, the commitment order should specify the date the prisoner is to be released, along with the time. Any commitment order not stating a specific time will be released at 0700 hours on the date of release. If the commitment specifies a certain number of days and not a specific date, the prisoner will be released on the date set forth by CCDC's booking program. CCDC's booking program calculates the date a prisoner is booked in as a full day of incarceration and partial days as a full day of incarceration.

If a prisoner is authorized to be released by the City or posts bond, such release will typically be at the CCDC, unless other arrangements are made by the City. If a prisoner's release is authorized by the City, the City shall authorize the release by phone and in writing, using the County's forms.

Court Arrangements

Video arraignment is available on a limited basis, depending on staff availability and must be set up and approved by the MHC or their designee. When transporting a prisoner for court, the City must contact the on-duty Detention Sergeant no less than 30 minutes in advance so that the prisoner can be brought down from the housing floor and prepared for transport. If a prisoner is transported to court in CCDC clothing, the prisoner will need to be returned to CCDC to change clothes prior to being released.

The City shall be responsible for compliance with 479.360 RSMo.

Medical Care

Prisoners will receive the same level of prisoner medical care as received by all other detainees, including an initial medical screening by CCDC staff at the time of booking. Prisoners will also receive a complete medical intake exam by qualified CCDC medical staff within 72 hours of commitment to the CCDC. Additionally, some basic in-house dental services are provided, if deemed medically necessary.

If a prisoner is in custody and needs to be transported to a hospital or other medical provider, the City will be contacted and agrees to send an officer to take custody of the prisoner.

Prisoners are required to pay for the medical services they receive, as do all other detainees at the CCDC. In addition to other charges, CCDC charges co-pays of \$5 for prescriptions, \$5 for nurse visits and \$10 for Doctor visits. If a prisoner has medication they are currently taking, such medication shall be sent with the prisoner and turned over to CCDC staff.

If a prisoner is discovered to have significant medical problems, which would cause the County to expend significant resources, the City agrees to assume custody of the prisoner from the CCDC or authorize the prisoner's release.

Rate

The current daily rate to be paid by the City for each day of prisoner housing is \$39.00. Beginning on January 1, 2022, at 0001 hours, the parties agree that this rate shall increase to \$49.17 and will increase on January 1, 2023, at 0001 hours to \$59.34.

2. **Term/Termination.** The term of this agreement shall be for one (1) year, commencing on the effective date. Either party may terminate this agreement upon 30 days written notice to the other party.
3. **Effective Date.** This cooperative agreement will take effect upon approval of the County Commission and the City. Each body shall approve and maintain this agreement pursuant to '70.230, RSMo.
4. This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any term of this agreement, unless done in writing and signed by the same officers as have executed this contract.
5. **Controlling Law.** The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri and any such action brought to enforce any of the rights or obligations arising hereunder shall be proper only in the Circuit Court of Clay County, Missouri.
6. **Waiver.** The failure of either party to this agreement to object to or to take affirmative action with respect to the conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach, or wrongful conduct.
7. **Notices.** All notices pertaining to this agreement shall be in writing and transmitted by either personal hand delivery or through the United States Post Office, certified or registered mail return receipt requested. All notices shall be sent to addresses set forth above for the respective parties, unless either party gives written notice of a change of address.
8. **Headings.** Headings in this agreement are for convenience only and shall not be used to interpret or construe as provisions.
9. **Binding Effect.** The provisions of this agreement are binding on the parties hereto, their heirs, successors, and assigns.
10. **No Third-Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the City and County that any entity, other than the City or County, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only. This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Prisoners. This Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Prisoners shall have only those entitlements created by Federal and State constitutions, statutes, regulations or case law.
11. **Independent Contractor.** Nothing in this Agreement shall be construed to create a relationship of agency, employment, representation, joint venture, ownership or control between the parties or any other relationship other than that of independent parties contracting with each other solely for carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

Approved: _____

County Counselor

COUNTY OF CLAY, MISSOURI

By: _____

Presiding Commissioner

Name: Jerry Nolte

Authorized Agent of County

ATTEST:

Clerk of the County Commission

By: _____

Name: Scott Wingerson

Title: City Manager



RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY
SANDY BALDWIN, CLERK
CLAY COUNTY COMMISSION
BY: Ali Foulk
DEPUTY CLERK

2022-102

**APPROVE MUNICIPAL PRISONER HOUSING AGREEMENT BETWEEN CLAY
COUNTY, MO AND THE CITY OF GLADSTONE, MO
SHERIFF**

**BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI
THAT, the Commission hereby approves the attached Municipal Prisoner Housing
Agreement between Clay County, Missouri and City of Gladstone, Missouri. Any
Commissioner is authorized to sign any documents to facilitate this order.**

**ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 30 DAY
OF March, 2022**

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY COUNSELOR, KEVIN GRAHAM

ATTEST:

[Signature]
COUNTY CLERK, SANDY BALDWIN



[Signature]
PRESIDING COMMISSIONER, JERRY NOLTE

[Signature]
WESTERN COMMISSIONER, JON CARPENTER

[Signature]
EASTERN COMMISSIONER, MEGAN THOMPSON



REQUEST FOR COMMISSION ACTION

RES ☒ ORD ☐ # 2022-102 CONSENT ☐ REGULAR ☐

Date: 3/16/22 Department/Office: Sheriff

Immediate Action Required: No ☒ Yes ☐ If Yes, reason?

Work Session Date Requested: 3/23/22 Business Session Date Requested:

Past Commission Action: Resolution/Ordinance #: Date:

Budgeted/Funds available in:

Fund Name	#	Dept Name	#	Acct Name	#	\$
Budgeted Amount		Contract Amount				

Capital Projects Encumbrance Request Form Yes ☐ No ☐ \$ (attach)

Budget Transfer Needed: \$ (attach)

Within a fund: (blue) Yes ☐ No ☒

Between funds: (pink) Yes ☐ No ☒

Reappropriation: (gold) Yes ☐ No ☒

RFP Yes ☐ #

BID Yes ☐ #

Prevailing Wage: Yes ☐ No ☐

Term & Supply: Yes ☐ No ☐

Contract needed: Yes ☒ No ☐

Legal Review: Yes ☐ No ☐

Contract Attached: Yes ☐ No ☐

Grant Review: Yes ☐ No ☐

Public Hearing: Yes ☐ No ☒ Date:

Risk Mgmt Review: Yes ☐ No ☒

Issue: Municipal Housing Agreement

Background: Gladstone is an incorporated municipality in Clay County and is in need of law enforcement and related security services. The County is the owner of the Clay County Detention Center and provides housing of prisoners. Gladstone is in need of additional space to house its prisoners and the Sheriff's Office is willing and able to assist by housing a certain number of the city's prisoners. This is a mutually beneficial agreement made between Clay County and Gladstone.

Action needed: Commission approval of agreement between Gladstone and the Clay County Sheriff's Office for housing of prisoners.

Public/Board/Staff Concerns:

Recommendation:

Follow up:

Last Year's Cost:

Distribute Attested Copies of Resolution/Original Contracts to: b.little@claycountymo.gov, Capt. Aimee Agderian, CCSO/Capt. Ray Franks, CCSO

Sheriff

Dianna Wright

County Administrator