

BILL NO. 26-04

ORDINANCE NO. 4.722

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CLAY COUNTY, MISSOURI TO PROVIDE HOUSING AT THE CLAY COUNTY DETENTION CENTER FOR PRISONERS HELD ON MUNICIPAL CHARGES.

WHEREAS, the Clay County Sheriff's Office operates the Clay County Detention Center; and

WHEREAS, the Gladstone Police Department and Gladstone Municipal Court at times require extended housing for prisoners held on municipal charges, and


WHEREAS, Clay County, Missouri determines the policies, procedures, and fees associated with municipal prisoner housing; and

WHEREAS, the City of Gladstone believes a Memorandum of Understanding with Clay County, Missouri is required to ensure the interests of the City of Gladstone and Clay County are mutually understood.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a Memorandum of Understanding with Clay County, Missouri to provide municipal prisoner housing as available and necessary.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF FEBRUARY 2026.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk

1st Reading: February 9, 2026

2nd Reading: February 9, 2026



Request for Council Action

RES # City Clerk Only

BILL # 26-04

ORD # 4.722

Date: 2/2/2026

Department: Police

Meeting Date Requested: 2/9/2026

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

Subject: An Ordinance authorizing the City Manager to enter into a Memorandum of Understanding with Clay County, Missouri to provide housing for prisoners held at the Clay County Detention Center on municipal charges.

Background: The Gladstone Police Department has a temporary detention facility in Police Headquarters; however, the Clay County Detention Center is utilized for extended housing on municipal charges, Gladstone City Court committals, and City warrant arrests. This MOU sets the agreement between the City of Gladstone and Clay County regarding procedures and fees for utilization.

Budget Discussion: Funds are budgeted in the amount of \$80,275.00 from the General Fund. Ongoing costs are estimated to be \$ 80,275.00 annually. Previous years' funding was \$84,500.00.

Public/Board/Staff Input: Staff recommends approval of the proposed Ordinance.

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

Fred Farris
Chief of Police

CW
City Attorney

BB
City Manager

Clay County Sheriff's Office

Sheriff Will Akin



Undersheriff Jeff Self

Embrace Change... Create Value... Inspire Others...

TO: Clay County Municipalities
FROM: Clay County Sheriff's Office
DATE: 2-2-2026
RE: Municipal Discretion Regarding Four-Hour Bond Holding Period

This memorandum serves to clarify and modify the bonding procedure provisions of the Clay County Detention Center Detainee Housing Agreement as they relate to municipal detainees.

Effective immediately, the provision under "**Bonding Arrangements**" stating that "*City will hold detainees for a minimum of four hours to allow them to post bond before transporting to the Jail*" shall be at the discretion of the municipality.

Municipalities shall have **sole discretion** to determine whether to hold a detainee for up to four (4) hours to allow the opportunity to post bond prior to transport to the Clay County Detention Center. Municipalities may elect to transport a detainee to the Jail **without observing a four-hour holding period**, based on operational needs or other considerations.

All other terms and conditions of the Detainee Housing Agreement remain in full force and effect.

Please retain this memorandum with your copy of the agreement for reference. Questions regarding this clarification may be directed to the Municipal Housing Coordinator.

A handwritten signature in blue ink, appearing to read "P. Coffey".

Major Phil Coffey

Clay County Sheriff's Office

RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY
STACEY TINGLE, CLERK
CLAY COUNTY COMMISSION
BY Sharon Bell
DEPUTY CLERK

2026-61

**APPROVE CLAY COUNTY DETENTION CENTER DETAINEE HOUSING
AGREEMENT BETWEEN CLAY COUNTY, MISSOURI
AND THE CITY OF GLADSTONE, MISSOURI
SHERIFF**

BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, the Commission hereby approves the attached Clay County Detention Center Detainee Housing Agreement between Clay County, Missouri and the City of Gladstone, Missouri.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 5th DAY OF March, 2026.

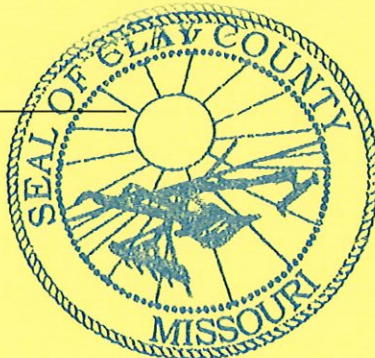
APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY COUNSELOR, KEVIN GRAHAM

[Signature]
ON BEHALF OF CLAY COUNTY, MISSOURI
PRESIDING COMMISSIONER, JERRY NOLTE

ATTEST:

[Signature]
COUNTY CLERK, STACEY TINGLE



**CLAY COUNTY DETENTION CENTER
DETAINEE HOUSING AGREEMENT**

THIS AGREEMENT entered into this 9th day of Feb., 2021 by and between Clay County, Missouri, ("County") and the City of Gladstone, ("City").

WHEREAS the County and the City are political subdivisions (70.210 RSMo);

WHEREAS the City and County are both empowered to house detainees;

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

WHEREAS the City requires additional space in which to house its detainees;

WHEREAS the Jail is willing to house a manageable number of the City's detainees;

WHEREAS, the parties are desirous of entering into a cooperative agreement (70.220 RSMo) for the common service of housing a manageable number of the City's detainees in the Jail; and

WHEREAS, housing the City's detainees in the 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 Detainee Housing Agreement under the following terms:

Prisoner Housing Arrangements:

Housing arrangements for a City detainee must be made in advance by contacting the Jail's Municipal Housing Coordinator ("MHC"). If the MHC is not available, the on-duty booking sergeant will assume this role. The MHC will check for bed availability and verify the detainee is "fit for confinement."

Requirements for Incarceration:

The Jail will not accept any detainee who is medically unsuitable for incarceration (RSMO 221.040).

City detainees who are dangerous to staff and other inmates may be prohibited unless suitable segregation cells are available.

For City arrests and City warrants (Clay County Cities only): the authorized agent or officer responsible for delivering a detainee will complete the *Clay County Intake Information* form, and a *Clay County Detainee Housing* form for each detainee delivered.

For City commitments: the City will submit all court commitment paperwork signed by the Judge or Court Clerk, not an officer. The City will complete a *Clay County Detainee Housing* form.

Special requirements or conditions will be specifically outlined in writing and documented.

Detainees who refuse to cooperate with the intake/booking process will be given 12 hours to complete the process. If Jail staff are unable to complete the process, the City is required to pick up their detainee.

The Jail will have sole discretion on accepting or denying custody of any detainee.

State / Other Holds

Detainees with an active County warrant will automatically be transferred to County custody and will not be released to the City for court without a Writ.

24-Hour Holds

24-hour holds will not be accepted without Sheriff or designee approval.

Detainee Transportation and Property

Transportation of detainees to and from the Jail is the City's responsibility.

Detainee's property is the City's responsibility. Jail will not accept any detainee property other than the clothes they are wearing, a cell phone, and approved medication.

No knives, guns, ammunition, or other weapons, marijuana, or alcohol, regardless of legal ownership.

Detainees are allowed to deposit cash or money orders (made out to the detainee's name) into a Jail account in their name. Such funds may be used at the commissary.

Bonding Arrangements

City will hold detainees for a minimum of four hours to allow them to post bond before transporting to the Jail. Time begins when MHC is notified. Bonds will not be processed at the Jail.

Release Arrangements

When detainee is sentenced to incarceration by a Judge, the court documentation will specify the date and time the detainee will be released. Court documents without date and time will not be accepted.

The City must monitor their own release dates, court status changes, and communicate with the Jail.

Court Arrangements

The City must contact the MHC no less than 30 minutes in advance to prepare detainee for transport. Video arraignment is not available. The City is responsible for compliance (479.360 RSMo).

Medical Care

Detainees will receive the same level of medical care as received by Jail inmates. Detainees will receive a complete medical intake exam by Jail medical staff within 72 hours of delivery.

The City will assume custody when detainees are discovered to have significant medical problems.

Detainees are required to pay for medical services, like all Jail inmates. If a detainee is currently taking medication, their medication should be delivered with the detainee and given to Jail staff.

Off-Site Medical Services

If a detainee must be accompanied off-site for medical services or any other reason, the Jail will notify the City immediately. The City will respond to the off-site location within one hour of being notified and assume custody. The City will be responsible for returning their detainee to the Jail.

Rates

Housing Rate per day: \$150.00

- Daily rate, intake, and booking
- Administrative fee
- Search and property inventory
- Fit for confinement
- Medical screening
- Body scan
- Daily municipal booking audits
- Commissary requests, orders, and delivery
- Monthly municipal invoice creation
- Classification verification
- Room & Board
- Clothing, bedding, and laundry services
- Meals-3 meals prepared by 3rd party vendor
- Medical

24-Hour Hold Fee-\$500.00 (If approved by Sheriff or designee)

- Includes daily rate, intake & booking, administrative fee, segregation housing fee.

Segregation Housing rate per day: \$250.00

- If a detainee requires segregation or their classification status changes to require segregation, the Jail will contact the City and advise of the housing requirement. The City may approve the fee or respond within four hours to assume custody. Fee is assessed after four hours.

Off-Site Medical Services: \$250.00 per hour

- Doctor appointments or non-emergency ER visits are the City's responsibility including transportation to and from. The Jail will notify the City of any medical appointments or ER visits.
- The Jail will provide life-threatening emergency medical services as needed. The Jail will immediately contact the City and advise them of the situation involving their detainee. The City is granted a one-hour grace period to take custody of their detainee.

Billing

1. The City will be billed on or before the 15th day of each month for all amounts due to the County under this MOU for the services rendered and costs incurred in the prior calendar month. Payment shall be due from the City by the 15th day of the following month. Any account balances not paid by the 15th day of the following month shall be subject to a service charge of 1% per month.
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 without cause upon 30 days' written notice to the other party. The County may terminate this agreement by either formal action by the County Commission or written notice by the County Sheriff. In the event of termination, the

City shall compensate the County for services rendered and costs incurred on the last day that the Jail houses their detainees.

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.
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.

COUNTY OF CLAY, MISSOURI

Approved: [Signature]
County Counselor

By: [Signature]
Presiding Commissioner
Name:
Authorized Agent of County

CITY OF Gladstone

ATTEST:

[Signature]
Clerk of the County Commission

The seal of Clay County, Missouri, is circular with a blue border. The outer ring contains the text "CLAY COUNTY" at the top and "MISSOURI" at the bottom. Inside the ring, there is a central emblem featuring a plow, a sheaf of wheat, and a bundle of cotton, symbolizing agriculture. The words "SEAL OF CLAY COUNTY" are also visible within the inner circle.

By: [Signature]
Title: City Manager