

MEETING DATE: 2/3/2026**DEPARTMENT:** Police Department**AGENDA ITEM:** Bill No. 3097-26 – Clay County Detainee Housing Agreement – 1st and 2nd Reading**REQUESTED BOARD ACTION**

A motion to approve Bill No. 3097-26, authorizing and directing the Mayor to execute an agreement with the Clay County Sheriff's Department to provide services to the City for the purpose of providing housing of municipal prisoners. 1st and 2nd reading by title only.

SUMMARY

Recently, the Police Department was notified that the Clay County Sheriff's Department will be changing its fee structure for the housing of municipal prisoners. The City of Smithville currently operates under a Memorandum of Understanding with Clay County that was executed in 2021. Due to the revised fee structure, the existing MOU must be terminated and replaced with a new agreement.

The proposed Agreement includes an updated pricing structure, as outlined below.

Year	Per Day	24 Hour Holds	Segregated Housing	Off Site Medical
2021	\$39.00	—	—	—
2022	\$49.17	—	—	—
2023-2025	\$59.34	—	—	—
2026	\$150.00	\$500.00	\$250.00	\$250 per hour

At this time, the City's options for alternative inmate housing are extremely limited. No neighboring sheriff's departments are currently willing to house municipal prisoners. In early 2025, the newly elected Clinton County Sheriff terminated all housing agreements with outside agencies for prisoners held in the Clinton County Jail. The only known alternative available at this time would involve utilizing a county outside of the metropolitan area, with a drive time of at least one hour each way, which would create significant operational and staffing challenges for the Police Department.

Approval of this item will authorize the Mayor to execute the attached Agreement with the Clay County Sheriff's Department for the continued housing of municipal prisoners.

The Smithville Police Department has utilized the Clay County Sheriff's Department Detention Center for more than ten years. The attached agreement was provided by Clay County to clearly establish expectations and costs associated with inmate housing. The agreement has been reviewed by the City's legal staff.

Historically, the City of Smithville averages approximately five inmate housing nights per month, resulting in an average monthly cost of just under \$300. Under the revised fee structure, those same usage levels are projected to result in an average monthly cost of approximately \$900. On an annual basis, this equates to an estimated cost of approximately \$10,800. The adopted FY 2026 budget includes \$8,000 for confinement costs, meaning projected expenses would exceed the current budget allocation at existing usage levels. Actual usage levels fluctuate and costs may vary based on arrest activity, court ordered holds, or medical needs. To date, specialized cost categories such as segregated housing and off-site medical care have not been required.

PREVIOUS ACTION

None

POLICY OBJECTIVE

N/A

FINANCIAL CONSIDERATIONS

Costs associated with prisoner housing are budgeted for annually. Due to the increase in pricing, these costs will be monitored moving forward.

ATTACHMENTS

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Plans
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Minutes
<input checked="" type="checkbox"/> Other: Agreement	

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CLAY COUNTY SHERIFF'S DEPARTMENT TO PROVIDE SERVICES TO THE CITY FOR THE PURPOSE OF PROVIDING HOUSING OF MUNICIPAL PRISONERS

WHEREAS, the City of Smithville Police Department does not have facilities for the housing of municipal prisoners; and

WHEREAS, the Clay County Sheriff's Department's Detention Center has sufficient facilities for this purpose and currently houses Smithville prisoners; and

WHEREAS, it is in the best interest of the City to enter into a written agreement with the Clay County Sheriff's Department that delineates each party's responsibilities; and

WHEREAS, the attached Agreement between Smithville and the Clay County Sheriff's Department addresses all of the City's and Sheriff's concerns for the housing of municipal prisoners.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

SECTION 1. That the Clay County Detention Center Detainee Housing Agreement in substantially the form attached hereto as **Exhibit A**, incorporated into this Ordinance as if fully set forth herein, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3rd day of February 2026.

Marin Atkins, Mayor Pro-Tem

ATTEST:

Linda Drummond, City Clerk

First Reading: 2/3/2026
Second Reading: 2/3/2026

CLAY COUNTY DETENTION CENTER DETAINEE HOUSING AGREEMENT

THIS AGREEMENT entered into this 3rd day of February, 2026, by and between Clay County, Missouri, ("County") and the City of Smithville, ("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:

County Counselor

By: _____

Presiding Commissioner

Name:

Authorized Agent of County

ATTEST:

Clerk of the County Commission

CITY OF SMITHVILLE

By: _____

Title: Marvin Atkins, Mayor Pro-Tem

Clay County Sheriff's Office

Sheriff Will Akin

Undersheriff Jeff Self



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

January 9, 2026

Municipal Agency Partners
Clay County, Missouri

Subject: 30-Day Notice of Termination – Municipal Housing MOU

Dear Municipal Partners,

This letter serves as formal written notice of termination of the existing **Municipal Housing Memorandum of Understanding (MOU)** between your agency and the **Clay County Sheriff's Office**.

In accordance with the terms outlined in the MOU, this notice is being provided with the required **30-day advance notice**. The effective date of termination will be February 7, 2026.

This decision has been made after careful review and consideration of operational needs and resource allocation. We appreciate the collaboration and coordination that has taken place under the current agreement, and we remain committed to working together on public safety matters that affect our communities.

Should you have any questions or require additional information during this transition period, please contact Major Phil Coffer at 816-407-3796.

Thank you for your attention to this matter and for your continued partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "William Akin".

William Akin
Sheriff
Clay County Sheriff's Office
816-407-3735