



Board of Alderman Request for Action

MEETING DATE: 1/4/2021

DEPARTMENT: Police Department

AGENDA ITEM: Resolution 1011 – Municipal Prisoner Housing Agreement

REQUESTED BOARD ACTION:

A motion to approve Resolution 1011.

SUMMARY:

Approval of this item will direct the Mayor to execute the attached contract agreement with the Clay County Sheriff's Department for the purpose of housing municipal prisoners. The Smithville Police Department has used the Clay County Sheriff's Department's Detention Center for the housing of municipal prisoners for more than ten years. The Clay County Sheriff's Department has approached the City with the attached agreement, to establish expectations and costs. This agreement has been reviewed and approved by the City's legal staff.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

Costs associated with prisoner housing are budgeted for annually.

ATTACHMENTS:

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

RESOLUTION 1011

AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CLAY COUNTY FOR PRISONER HOUSING.

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 Memorandum of Understanding 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 RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF SMITHVILLE, MISSOURI:

That the Mayor is hereby authorized and directed to execute the attached contract agreement with the Clay County Sheriff's Department for the purpose of providing housing of municipal prisoners.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of January 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CLAY COUNTY DETENTION CENTER MUNICIPAL PRISONER HOUSING AGREEMENT

THIS AGREEMENT entered into this 4th day of January, 2022, by and between Clay County, Missouri, ("County") and the City of Smithville Missouri, ("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 and 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 is has an active Clay County warrant will automatically be transferred to County custody 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 to 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. Given that Judge Krauser (or some other Clay County Judge) hears the City of Smithville Docket, the prisoner will be transported to and from Court by the County as any other prisoner being held pursuant to County or State Charges.

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.* 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.
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

CITY OF SMITHVILLE MISSOURI

ATTEST:

Clerk of the County Commission

By: _____
Title: Damien Boley, Mayor