



Board of Aldermen Request for Action

MEETING DATE: 1/16/2024

DEPARTMENT: Police Department

AGENDA ITEM: RES 1301 - Prisoner Housing MOU with Clinton County Sheriff's Department

REQUESTED BOARD ACTION:

A motion to approve of Resolution 1301, authorizing and directing the Mayor to enter into a Memorandum of Understanding with the Clinton County Sheriff's Department for housing of prisoners as needed.

SUMMARY:

The Smithville Police Department has used the Clay County Sheriff's Detention Center to house prisoners for years. In the past, we have also used the Platte County Detention Center and the Clinton County Detention Center on an as needed basis. Recently, the Clay County Detention Center has been closed to municipal inmates, due to extensive repairs.

Approval of this item would allow the Police Department to house inmates at the Clinton County Detention Center as a secondary option, should Clay County be full or unavailable. The fees proposed by Clinton County are in line with the current fees being charged by Clay County.

This agreement has been reviewed and approved by the City's legal staff.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

To provide adequate house for municipal prisoners as needed.

FINANCIAL CONSIDERATIONS:

Funds associated with prisoner housing are budgeted annually.

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: MOU | |

RESOLUTION 1301

AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN MEMORANDUM OF UNDERSTANDING WITH THE CLINTON COUNTY SHERIFF'S DEPARTMENT FOR HOUSING OF PRISONERS AS NEEDED

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

WHEREAS, the Clinton County Sheriff's Department's Detention Center has sufficient facilities for this purpose and is able to accommodate Smithville prisoners; and

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

WHEREAS, the attached Memorandum of Understanding between Smithville and the Clinton 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 Clinton 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 16th day of January 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on **January 16, 2024** by and between the **Clinton County Sheriff**, (hereinafter referred to as “**Facility**”) a Missouri Government Facility, and the **City of Smithville, Missouri**, (hereinafter referred to as “**Agency**”).

FACILITY AND THE AGENCY AGREE AS FOLLOWS:

- 1. Services Provided.** Facility shall provide detention and transportation services, food, clothing, medical services, shelter, and other usual services for minimum level, non-violent inmates, medium level and/or maximum, high security custody level inmates of the Agency being confined at Facility, which is located at 207 N. Main St., Plattsburg, Missouri. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the Agency. The Agency agrees to house their inmates at the Facility, as needed. Facility will invoice the Agency each month for the number of inmates at a rate of **\$62.00** per day. The Facility will pick up and/or deliver inmates during daytime hours only and transport is subject to the availability of detention staff from the Facility at a billable amount of \$40.00 per trip. The Facility reserves the right to refuse inmates for detention at the Facility, if the Facility is at maximum capacity. The Facility reserves the right to refuse inmates that are not medically fit to be confined. The Facility reserves the right to refuse inmates experiencing any Covid-19 symptoms or have tested positive for Covid-19.
 - a. Quality of Care and Treatment.** Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or in the United States of America.
 - b. Licensing and Structures.** Facility shall maintain and ensure all necessary and appropriate licensing agreements, permits, and building, fire, health, and safety codes. Facility warrants to the Agency that the structure of the Facility meets or exceeds all applicable building codes and standards.
 - b. Record-keeping.** Facility shall maintain accurate, timely, and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents, involving use of force, inmate injuries, grievance, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.

- d. **Training.** Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards, including training regarding anti-discrimination policies.
- e. **Notification.** Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by an Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regards to its treatment of Inmates; or the use of force on or against an Inmate.
- f. **Release of Inmates.** Facility shall release Inmates back to the Agency. Facility shall not release Inmates into the general populace without making proper wants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.
- g. **Resident Agent.** Facility shall designate a local agent for the acceptance of service in the State of Missouri.
- h. **Access to the Court System.** Facility shall ensure that all Inmates referred by the Agency will have access to the court system, including but not limited to the **Clinton and Clay County Circuit Court, Missouri casenet**, and the use of the U.S. Postal Service. The Facility will transport inmates to appear in Clinton County Associate and Circuit Court divisions. Agency must assure that all court documents, warrants and commitments, must accompany the Inmate when returning from court to the Facility. The Facility **may** transport to the Department of Corrections for the Agency during daytime hours only and transport is subject to the availability of detention staff from the Facility. The Agency must assure all judgment and sentence, transportation orders, and certificate of delivery are turned over to the Facility.

2. **Medical Needs.**

- a. **Non-emergency.** For purposes of providing routine medical care, the Facility shall have a qualified medical physician available at scheduled times at the off-site local clinic ("routine medical care" defined as including routine physical examinations and screenings, alcohol and drug testing, prescribing the use of non-prescription medicines). The costs for routine medical services (excluding pharmacy, lab work, and x-rays) will be paid for by the Inmate. All such other off-site medical and dental services shall be paid by the inmate pursuant to Sec. 221.120 RSMo.

b. Emergency Treatment. In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and prisoner will be solely responsible for ambulance, hospital, and physician charges incurred as a result thereof pursuant to Sec. 221.120 RSMo, unless otherwise approved in writing by the Agency in advance of the treatment. In case of death, the Agency will be responsible for all cost of an autopsy. During any emergency transportation from the Facility, the Facility will supply a detention officer to accompany the Inmate to the hospital/ER for the **first 2 hours**. The Agency will be responsible for the Inmates security while at the hospital for an extended period or until released.

c. Records. Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.

3. Fit for Confinement. The condition of the detainee must be such that he/she is not an immediate medical risk if admitted to the Facility in their current state. If either Agency or Facility staff believes the detainee is not “fit for confinement”, the detainee must be evaluated at a hospital by a physician prior to being accepted into the Facility.

4. Right of Inspection. The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.

5. Death of an Inmate. In the event of the death of an Inmate, Facility shall immediately notify the Agency. Upon release by investigative authorities and County Coroner, arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of any required autopsy shall be the responsibility of the Agency. The Agency shall assume full responsibility for said body upon its return to the Agency’s jurisdiction.

6. Escapes. In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the Agency and the local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.

7. Services for Inmate. All Inmates have access to reading materials, scheduled visits, religious services, and recreational activities.

8. Agreement. This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

9. Amendment. This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

10. Notices. All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, or facsimile transmission as follows:

If to the Facility:
Clinton County Sheriff's Department
Attn: Sheriff Larry Fish
207 North Main Ste. 06
Plattsburg, MO 64477
Fax: 816-539-2346

If to the Agency:
Smithville Police Department
Attn: Chief Jason Lockridge
107 West Main Street
Smithville, MO 64089
Fax: 816-873-3282

Either party may change their notification address or facsimile numbers upon reasonable notification of such change given to the other party.

11. Inmate Accounts. Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchases of personal items. Disbursements shall be made in limited amount as are reasonably necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours, the funds maintained in such account shall be returned with the Inmate to the Agency, after all debts are paid to the Facility. The Agency shall forward all inmate funds, in a check, to the Facility when the inmate is transferred to the Facility.

12. Facility Damage. Damage caused by an inmate to Facility property or equipment, will be the responsibility of the Inmate. All reasonable bills for the repair and/or replacement of said damage will be sent to the Inmate for reimbursement. Criminal charges can and will be filed where appropriate.

13. Programs. Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population Inmates of Facility.

14. Publicity. Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency, or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.

15. Facility and Agency, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

16. Closing. This Agreement shall remain in full force from the Agreement date. Both the Facility and the Agency shall review this agreement semi-annually for any changes, additions, deletions by the Facility and the Agency. All changes to this document shall be submitted for approval in writing to the Facility or the Agency. Termination of this agreement must be in writing 30 days prior to the termination effective date.

_____ Date _____

Patrick Clark
Clinton Co. Presiding Commissioner

_____ Date _____

Larry Fish
Clinton County Sheriff

_____ Date _____

Damien Boley
Smithville Mayor

_____ Date _____

Jason Lockridge
Smithville Chief of Police