

**AN ORDINANCE APPROVING AN AGREEMENT FOR CONFINEMENT OF PRISONERS BETWEEN THE CITY OF KEARNEY, MISSOURI, AND THE CLINTON COUNTY SHERIFF.**

**WHEREAS**, the City of Kearney has utilized the Clay County Sheriff’s Department for confinement of Municipal prisoners for many decades; and

**WHEREAS**, facility overpopulation and remodeling projects have made it difficult to utilize Clay County’s facility; and

**WHEREAS**, the Clinton County Sheriff’s Department can provide prisoner confinement through its facility, located at 207 N. Main St., Plattsburg, Missouri; and

**WHEREAS**, funds for prisoner confinement are appropriated in the fiscal year 2024 budget in the Municipal Court fund (Fund 010)

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AS FOLLOWS:**

Section 1. That the agreement between the City of Kearney and the Clinton County Sheriff is hereby approved and the Police Chief is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen of the City of Kearney and approved by the Mayor.

**ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 20th DAY OF FEBRUARY, 2024.**

Attest:

*Sheila Ernzen*

Sheila Ernzen, City Clerk

APPROVED:

*Randy Pogue*

Randy Pogue, Mayor

ATTEST A TRUE AND CERTIFIED COPY:

*Sheila Ernzen*

Sheila Ernzen, City Administrator/Clerk



## AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on ~~XXXXXXXX XX~~ <sup>MARCH 05,</sup> 2024 by and between the **Clinton County Sheriff**, (hereinafter referred to as "Facility") a Missouri Government Facility, and the **City of Kearney**, 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 not pickup and/or deliver inmates. The Facility reserves the right to refuse inmates for 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.
  - c. **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 case net**, 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 deputy sheriff 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 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 Office  
Attn: Sheriff Larry Fish  
207 North Main Ste. 06  
Plattsburg, MO 64477  
Fax: 816-539-2346

If to the Agency:  
Kearney Police Department  
Attn: Chief Tom O'Leary  
725 W. State Route 92  
Kearney, MO 64060

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.

**Clinton Co. Presiding Commissioner**

**Clinton County Sheriff**

Patrick Clark  
Patrick Clark

Date 3/7/24

Larry Fish  
Larry Fish

Date 03/05/24

**Chief Tom O'Leary**

\_\_\_\_\_  
Date \_\_\_\_\_

Tom O'Leary

\_\_\_\_\_  
Date \_\_\_\_\_