

BILL NO. 23-39

ORDINANCE NO. 2098

AN ORDINANCE AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI AND THE CITY OF BLUE SPRINGS, MISSOURI RELATING TO USE OF DETENTION FACILITY.

WHEREAS, the City the of Oak Grove desires to enter into an intergovernmental agreement with the City Blue of Blue Springs, Missouri (the "Blue Springs") for the temporary confinement of prisoners at Blue Springs' facility; and

WHEREAS, the City is authorized to enter into intergovernmental agreements pursuant to Section the 70.220, RSMo, as amended; and

WHEREAS, Section 70.230, RSMo, as amended, provides that the City may enter into such agreements by ordinance duly enacted.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OAK GROVE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Use of Detention Facility User Agreement between the City of Oak in the Grove, Missouri and the City of Blue and Springs, Missouri (the "Agreement") is approved in the form which is attached hereto and incorporated herein.

SECTION 2. That the Mayor is hereby authorized, on behalf of the City, to execute the Agreement.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Read two times and passed by the Board of Alderman of the City of Oak Grove, Missouri, this 18th day of December, 2023.


Mayor Dana R. Webb

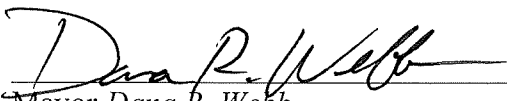
(Seal)

ATTEST:



City Clerk *Kim Drury*

APPROVED THIS 18th DAY OF December, 2023.



Mayor *Dana R. Webb*

(Seal)

ATTEST:



City Clerk *Kim Drury*

EXHIBIT A

EFFECTIVE DATE: February 6, 2024	TERMINATION DATE: February 5, 2029	CONTRACT NUMBER: 2024-022
CITY	USER AGENCY	
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	City of Oak Grove 2110 S. Broadway Oak Grove, mo 64075	
Attention: Chief Bob Muenz	Attention: Chief Mike Childs	
Department: Police	Phone: 816-690-3773	
Phone: 816-228-0171	Tax ID Number: 44-600237	

DETENTION FACILITY USER AGREEMENT

This agreement made and entered into this 6 day of February 2024 by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of Oak Grove herein after referred to as USER AGENCY.

1. PURPOSE

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. BLUE SPRINGS RESPONSIBILITIES

- A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.
- B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to need medical treatment until after said potential prisoner has been seen, treated, and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.
- C. BLUE SPRINGS reserves the right to refuse to accept any prisoner if USER AGENCY does not provide the necessary paperwork and/or notification to perform intake and bonding functions as listed in USER AGENCY RESPONSIBILITIES (Subsection D)
- D. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering the DETENTION FACILITY.
- E. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCY'S prisoners.
- F. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However,

the USER AGENCY may provide or pay for any special dietary meals required by USER AGENCY'S prisoner.

- G. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. **USER AGENCY RESPONSIBILITIES**

- A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.
- B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner within ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to the following:
 - 1. Space is needed in the DETENTION FACILITY for BLUE SPRINGS.
 - 2. Said prisoner has been determined to be injured or sick.
 - 3. Said prisoner has been determined to be violent.
 - 4. Said prisoner appears to department personnel to be in an extreme mental crisis.
 - 5. Said prisoner is physically disabled.
 - 6. Unforeseen exigent circumstances.
- C. USER AGENCY will provide adequate prior notification to the DETENTION FACILITY prior to bringing a prisoner to the DETENTION FACILITY.
- D. USER AGENCY will provide all documents and/or notifications to include disposition and/or confirmation of all warrants to include other agency warrants, intake forms, charges, citations, and all necessary paperwork needed to perform intake and bonding functions as appropriate. USER AGENCY will adhere to and comply with all state and federal laws.
- E. USER AGENCY'S arresting/transporting officer will maintain custody of said prisoner until notification has been made of prisoner acceptance.
- F. USER AGENCY will limit prisoner property to reasonable items. Large or excessive amounts of prisoner property will not be accepted.
- G. USER AGENCY will be responsible to search all prisoners prior to entering DETENTION FACILITY. Any contraband found by DETENTION FACILITY personnel will be documented and returned to USER AGENCY.
- H. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.
- I. USER AGENCY will be responsible for all civil and legal processes regarding their prisoners.

4. **CHARGES FOR SERVICE**

USER AGENCY agrees to pay BLUE SPRINGS forty-five dollars (\$45.00) per twenty-four (24) hour period or portion thereof per prisoner for each prisoner housed in the DETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. **INDEMNIFICATION**

USER AGENCY agrees to indemnify and hold harmless BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments and proceedings by others and against all liability including, but not limited to, any liability for damages, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting there from, arising out of or in connection with this agreement.

6. **TERMS OF AGREEMENT**

This agreement will become effective on the 6 day of February, 2024 , and shall remain in effect for one (1) year from date of execution but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew for a period of (5) years. Either party to this agreement may cancel this agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BLUE SPRINGS, MISSOURI

USER AGENCY

By Christine Cates
Christine Cates, City Administrator

By Dana R. Webb
Chief Administrative Officer

APPROVED AS TO FORM:

By [Signature]
City Attorney