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Pgs. 7
Filed: 12-06-16

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016-289

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Agreement with Vernon County, Missouri, for use of the Vernon
3 County Jail for housing City inmates and declaring an emergency.
4 _____
5

6 WHEREAS, the City is in need of a detention facility to house the City's inmates;
7 and
8

9 WHEREAS, Vernon County has offered to house the City's inmates in the
10 Vernon County Jail.
11

12 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
13 SPRINGFIELD, MISSOURI, as follows, that:
14

15 Section 1 –The City Manager, or his designee, is hereby authorized to enter into
16 an Intergovernmental Agreement with Vernon County, Missouri; said agreement to be in
17 substantially the form as that document attached hereto and incorporated herein by
18 reference as "Exhibit A."
19

20 Section 2 – City Council hereby finds and declares that an emergency exists in
21 that this Ordinance relates to the preservation of the public health, safety, and morals
22 pursuant to Sections 2.12 (1) of the City Charter in that the housing of inmates in a
23 detention facility is crucial to the effective enforcement of City ordinance violations.
24 Therefore, this Ordinance shall be in full force and effect from and after passage.
25

26
27 Passed at meeting: _____
28
29
30

31 Mayor
32
33

34 Attest: _____, City Clerk

35

36

37 Filed as Ordinance: _____

38

39

40 Approved as to form: Amanda R. Callaway, Assistant City Attorney

41

42

43 Approved for Council action: [Signature], City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 289

FILED: 12-06-16

ORIGINATING DEPARTMENT: Springfield Police Department

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Vernon County, Missouri, for use of the Vernon County Jail for housing City inmates and declaring an emergency pursuant to Charter Section 2.12.

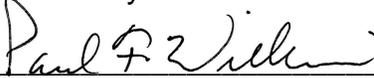
BACKGROUND INFORMATION: The Greene County Sheriff stopped accepting municipal inmates for the City of Springfield ("City") on April 3, 2015. The City filed a petition on July 14, 2015, in Greene County Circuit Court seeking declaratory judgment on the Sheriff's contractual requirement to accept municipal prisoners. The lawsuit is pending, and the jail is still not open to Springfield municipal prisoners.

Springfield police officers arrest offenders for City criminal or traffic violations and encounter people with arrest warrants issued by Municipal Court on a daily basis. Arrest warrants are issued to individuals who are alleged to have committed a violation of a City ordinance (criminal or traffic), or who have failed to appear before the court to address a summons for violation of ordinances. Typically, those arrested for probable cause or on warrants would either post a bond or be held in jail to appear before the judge for arraignment to dispose of their citations. Without that option, all offenders arrested on municipal warrants would either be released on their own recognizance by the arresting officer, or released after appearing before a judge and being issued a new Municipal Court date. Without a jail option for municipal offenders, municipal judges are also left without the option of sentencing a municipal offender to jail.

Without access to our local jail for municipal offenders, SPD continues to explore outside options for housing municipal offenders. The agreement with Vernon County will allow the City to house inmates in the Vernon County Jail at a cost of \$45.00 per day/per inmate. Vernon County agrees to provide one round trip per day (Mon-Fri) for up to 10 inmates and provide a video conference connection to Municipal Court.

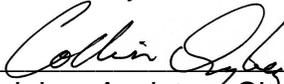
This Ordinance supports the following Field Guide 2030 goal(s): Chapter 11, Public Safety; Major Goal 1, Identify and maintain awareness of major threats to local public safety, including technology-based threats and large-scale disasters; Objective 1a, Maintain continual awareness of all threats to the community, including technology-based threats and those with potential large-scale impacts to citizens, coordinating modifications of response plans accordingly among all public safety agencies.

Submitted by:



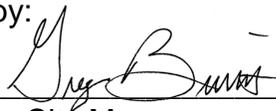
Paul F. Williams, Chief of Police

Recommended by:



Collin Quigley, Assistant City Manager

Approved by:



Greg Burris, City Manager

Exhibit A

INTERGOVERNMENTAL AGREEMENT

REGARDING

HOUSING OF SPRINGFIELD CITY INMATES

The City of Springfield, Missouri, (hereinafter City) and its Police Chief, Paul F Williams, (hereinafter Chief Williams) and the County of Vernon, Missouri, (hereinafter County) and its Sheriff, Jason Mosher, (hereinafter Sheriff Mosher) each of them being a body politic and corporate, do hereby enter into this Intergovernmental Agreement pursuant to Section 70.220, RSMo., the purpose of which is to set forth the understanding between the City and County, and their agency heads regarding housing of inmates under the direction of Chief Williams, in the Vernon County Jail Facility under the direction and control of Sheriff Mosher, and the agreements concerning housing of those inmates

WHEREAS, Chief Williams, has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, Sheriff Mosher has the jail capacity and ability to provide a safe and secure environment for additional inmates, and

WHEREAS, Chief Williams has agreed that Sheriff Mosher has the capacity and ability to oversee inmates to be housed at the Vernon County Jail Facility;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. City agrees to pay County Forty-five Dollars (\$45.00) per day, per inmate, for inmates selected for housing in the Vernon County Jail Facility.
3. County agrees to be responsible for basic medical expenses and healthcare needs of City inmates.
4. City agrees to be responsible for all special medical expenses for the City's inmates housed at the Vernon County Jail Facility. A Vernon County Jail representative shall seek approval from Chief Williams, or his designated representative, prior to incurring any special medical expenses unless it is an emergency medical situation and in that instance, County is authorized to obtain immediate medical aid. Special medical expenses include: a condition that would require out of the facility care; obtaining "out of house" medical supplies or prescriptions; and labor required to transfer, guard or obtain supplies or prescriptions.
5. County agrees to be responsible for inmate security and room and board.

6. County agrees to provide one round trip per day, Monday-Friday (up to ten passengers) for a total of five (5) transports per week from Vernon County, Missouri, to the City of Springfield, Missouri, for the purpose of movement of City's inmates.
7. County agrees to provide video arraignment for City's inmates housed in the Vernon County Jail Facility.
8. County shall indemnify defend and hold harmless the City and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses (including, but not limited to, reasonable attorney fees) and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of County, or its officers, agents or employees, in the performance of its obligations under this Agreement or in confining persons who have been presented by the City to and accepted by County for confinement in the Vernon County Jail Facility while said persons are in the jail or in the custody of County outside of the jail.
9. Without limiting any other obligations under this agreement, County shall secure and maintain at its own cost, throughout the duration of this agreement, liability insurance of such type and in such amounts as may be necessary to protect it and the interests of the City against all risks of loss and liability which may arise out of the performance of this agreement, including but not limited to violations of inmates civil rights under the United States Constitution, the Missouri Constitution, federal or state statutes, or Missouri common law. The form and limits of such insurance are subject to approval by the City.
10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the City's or County's rights or defenses with regard to each entities applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.
11. This Agreement may be terminated at any time by either party with written notice providing sufficient notice to allow the safe transfer of inmates.

County of Vernon

City of Springfield

By _____
 Joe Hardin, Presiding Vernon Co.
 Commissioner

By _____
 City Manager or Deputy/Assistant Manager

By _____
 Neal Gerster Vernon Co.
 Northern Commissioner

By _____

By _____
 Everett Wolfe Vernon Co.
 Southern Commissioner

By _____

By _____
Sheriff Jason Mosher

By _____

ATTEST: I, _____, the Clerk of the City of Springfield hereby attests that the above agreement was executed by the authorized City of Springfield Officials, pursuant to City of Springfield regulations for the passage of a motion regarding the housing of the City's inmates.

City Clerk

ATTEST: I, Mike Buehler, the Clerk of the Vernon County Commission hereby attests that the above agreement was executed by the Vernon County Presiding Commissioner, Joe Hardin pursuant to a duly passed motion of the County approving the agreement.

County Clerk, Mike Buehler

Approved as to form:

City Attorney or Assistant

Certificate of Director of Finance

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director