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MAY 13 2013

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR OVERFLOW INMATE AND DETAINEE POPULATION  
BETWEEN**

**JACKSON COUNTY, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI**

**THIS AGREEMENT**, made as of this 1st day of May 2013, by and between Jackson County, Missouri, hereinafter referred to as "County," and the City of Kansas City, Missouri, a municipal corporation, hereinafter referred to as "City."

**WHEREAS**, the City and the County have a regional solution to jailing in Jackson County; and,

**WHEREAS**, the City currently has 150 inmate beds at the County facility that are dedicated to housing City inmates; and

**WHEREAS**, the City has been forced to release inmates prior to the completion of their sentences when the City inmate population exceeded 150 at the County facility; and

**WHEREAS**, the City is desirous of having the County provide up to 25 additional inmate beds on an as needed basis on Saturday through Tuesday each week if the City's inmate population exceeds 150 at 11:59 pm. on any Saturday through Tuesday; and

**WHEREAS**, the County has outlined a plan to meet these needs and has identified space in the existing facility owned by the County for this overflow inmate and detainee population; and,

**WHEREAS**, it is in the best interests of the health, safety and welfare of the citizens of City and County for the County to house up to 25 additional inmates on Saturday through Tuesday on an as needed basis;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, County and City agree as follows:

1. **SCOPE OF AGREEMENT.** This agreement outlines the terms and conditions by which the County will undertake housing of up to an additional 25 City inmates and detainees in County facilities on Saturday through Tuesday each week ("overflow jail population"). City, in City's sole discretion, shall determine whether to provide early release to City inmates housed at the facility or whether to have the County house the City inmate overflow jail population under the terms of this Agreement. County shall timely implement the City's instruction. Specific operational policies and procedures will be jointly developed by the City and County to govern the operations.
2. **PAYMENT.**
  - a. City shall pay County a total of \$40.00 per day per City inmate when the City inmate population exceeds 150 City inmates at 11:59 pm on the days of Saturday through Tuesday as determined by the County's nightly midnight

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 MARY JO SPINO  
 COUNTY CLERK

count and the City elects to house City inmate overflow jail population at the facility. County shall house up to 25 additional City inmates from Saturday through Tuesday on an as needed basis for the City. County shall only charge City for each City inmate that is counted by the County at midnight on Saturday through Tuesday if the total number of City inmates exceeds 150

- b. If the City inmate population exceeds 150 City inmates at 11:59 pm on the days of Saturday through Tuesday as determined by the County's nightly midnight count. City shall instruct County as to which, if any, City inmates shall be released early by the County. County shall timely implement the City's instruction.
- c. The maximum amount City shall pay County for services under this Agreement is the amount of \$75,000.00.
- d. Payments for the County's housing of the City's inmate overflow jail population shall be made on a monthly basis, on the fifteenth day of each month, in the month after County provides City inmate overflow jail population housing. For any payment not received by the County on or before the 30th day of any month under this Agreement, a 5% late payment penalty shall be due.
- e. The County may not charge the City a daily equivalent rate greater than it would offer any other entity for similar services.

### 3. BASIC JAILING SERVICES.

- a. County agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's municipal inmate population, including, but not necessarily limited to, providing a bed, tables, chairs, clothing, food, and other related facilities. The County will also have a secure area for the storage of personal property and valuables of inmates.

County agrees to provide certain onsite medical, mental health, and dental services and access to offsite medical and mental health services as deemed appropriate and consistent with National Commission on Correctional Health Care standards.

- b. A total of up to 25 additional inmate beds will be provided by the County on Saturday through Tuesday to handle City inmate and detainee overflow population.

4. **TRANSPORTATION.** City shall provide all transportation for City inmates, including, but not limited to, going to and returning from all court appearances, non-emergency off-site medical, dental, or other treatment, and off-site court-ordered programming. City additionally shall provide reasonable notice to the County of any transportation, in accordance with jointly developed policies. City shall at all times be fully responsible for City inmates during any transportation of these inmates, and while said City inmates are away from the County detention

facility and shall be under the custody of the City of Kansas City, Missouri during this time.

5. **ADMISSION OF CITY INMATES.** City inmates will be admitted or returned to custody by means of City-provided transportation, in accordance with jointly developed policies on admissions. City inmates must be medically fit for confinement, in accordance with County policies and procedures and consistent with jointly developed policies.
6. **RELEASE AUTHORITY.** City shall provide specific instructions and criteria regarding the release of City inmates in conjunction with the Municipal Court and in compliance with all applicable laws. County shall comply with the policies and procedures of the City release instructions. Final decision making authority for release of City inmates in accordance with the City provided instructions and criteria shall be with the Jackson County Director of Corrections.
7. **HEALTH CARE.** Medical, dental, and mental health care and treatment shall be provided to City inmates in accordance with existing County policies and jointly developed policies. City shall be responsible for transportation to and all costs of health care treatment required for City inmates outside County's facilities.
8. **TECHNOLOGY.** City shall provide access to an integrated computer system to track City inmates in coordination with the Kansas City, Missouri Police Department and City's Municipal Court. City shall be responsible for providing software, hardware, software maintenance coverage, and connectivity to County, and shall make a reasonable effort to create an interface between the existing County inmate tracking software with the City's provided system.
9. **MODIFICATION.** This Agreement shall not be amended, modified, or canceled without the written consent of both parties to this Agreement. The County's Director of Corrections and the City's Administrator of the Municipal Court or their designee, shall have authority to make modifications to the Agreement that do not change the compensation to be paid by the City to the County hereunder or affect the duration of the agreement.
10. **DEFENSE AND INDEMNIFICATION.** No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees. However, City shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property arising out of the transportation of any City inmate in accordance with paragraph 3, or any other acts taking place outside the County's detention facility to the extent permitted by law and subject to sufficient appropriations by the City Council.
11. **TERM.** The term of this Agreement shall be for one year, commencing on May 1, 2013, and terminating on April 30, 2014.

12. **ASSIGNMENT.** This Agreement, or any part thereof, shall not be assigned without the prior written consent of the City and/or the County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.
13. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.
14. **WAIVER.** Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, or breach by the party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.
15. **SEVERABILITY.** If any covenant or other provision of this Agreement shall be construed to be invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
16. **CONFLICTS OF INTEREST.** City and County warrant that no officer or employee of the City or County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
17. **COMPLIANCE WITH LAW.** City and County must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.
18. **TERMINATION.**
  - a. **Notice.** City or County may terminate this Agreement at any time by giving sixty days notice in writing to the other party.
  - b. **Termination for Cause.** City or County may terminate this Agreement for cause upon giving 30 days' notice in writing to the other party. "Cause" for County to act includes City's failure to timely make any payment required under this Agreement. If one party gives the other notice of intent to terminate for cause, the non-terminating party shall have 15 days to cure or remedy the condition giving rise to the termination. In the event of termination for cause, the terminating party shall have no further financial obligation to the other party.

c. If the Agreement is terminated by the City, the County will be paid for all services and associated costs up to the date of termination. No reimbursement of the capital investment by the City will be made by the County.

19. NOTICE. Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal or telefacsimile delivery, addressed to:

If to City: Megan Pfannenstiel Administrator of Municipal Court  
Municipal Court, 1<sup>st</sup> Floor  
1101 Locust Street  
Kansas City, MO 64106  
Fax: (816) 513-6782

With a courtesy copy to the City Attorney  
William Geary  
414 E 12<sup>th</sup>, 28<sup>th</sup> Floor  
Kansas City, MO 64106  
Fax: (816) 513-3133

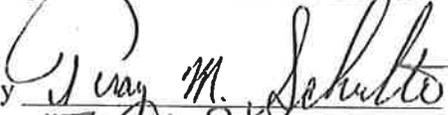
If to County: Mike Sanders, County Executive  
415 E 12<sup>th</sup>, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

20. WARRANTY. City and County warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

21. INCORPORATION. This Agreement incorporates the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, City and the County have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

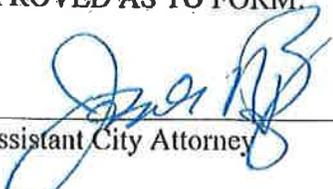
CITY OF KANSAS CITY, MISSOURI  
a Constitutionally Charter Municipal  
Corporation of the State of Missouri

By   
TROY M. SCHULTE

JACKSON COUNTY, MISSOURI

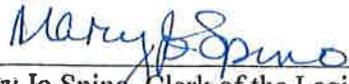
By   
Michael D. Sanders, County Executive

APPROVED AS TO FORM:

By   
Assistant City Attorney

By   
Jackson County Counselor

ATTEST:

By   
Mary Jo Spino, Clerk of the Legislature