

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of temporary inmate housing for use by the Department of Corrections to the Andrew County, Missouri Sheriff's Office as an acquisition from another governmental entity.

RESOLUTION NO. 20422, May 11, 2020

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Department of Corrections has a continuing need for temporary inmate housing to accommodate certain situations in which an inmate may need off-site housing; and,

WHEREAS, after evaluating housing options throughout the area, the Director of the Department of Corrections recommends an agreement with the Andrew County, Missouri Sheriff's Office for the furnishing of these services; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award of a twelve-month term and supply contract, with one twelve-month option to extend, be made to the Andrew County, Missouri Sheriff's Office for the furnishing of temporary inmate housing as an acquisition from another government entity; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases remaining subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the County Executive be and is hereby authorized to execute the attached Agreement with the Andrew County, Missouri Sheriff's Office; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Agreement, to the extent that sufficient appropriations to the using spending agency are contained in the then current County budget; and,

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20422 of May 11, 2020, was duly passed on May 18, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

5-18-2020
Date


Mary Jo Spino Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

5-7-2020
Date


Chief Administrative Officer



Jackson County Detention Center

Office of the Jackson County Sheriff

Sheriff Darryl Forté



MEMORANDUM

From: Deloris Wells, Deputy Director of Administration

Date: 2/14/2020

Subject: Inmate Housing- Andrew County Sheriff's Office

The Department of Corrections has an ongoing need for temporary inmate housing to accommodate certain situations in which an inmate may require off-site housing in order to maintain safety and or segregation from other inmates.

A few years ago, our facility secured a contract to house inmates in Andrew County. This agreement has aided JCDC in managing inmates who for various purposes cannot be housed in this facility. The contract with Andrew County expired in September of 2019. We would like to renew this contract.

AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on _____, by and between the **Andrew County Jail**, a Missouri Government Facility (hereinafter referred to as “**Facility**”), and the **County of Jackson**, 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 400 East Main St., Savannah, 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 inmates at the Facility.

Facility will invoice the Agency each month for the number of inmates at a rate of **\$45.00 per day, per inmate.**

- 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 with regard to 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 regard 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 warrants 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 shall have access to the court system, including but not limited to the **Jackson County Circuit Court** and the use of the U.S. Postal Service. **Jackson County** is responsible for all transports of their inmates to and from court appearances. **Jackson County** must assure that all court documents, for court appearances, must accompany the Inmate when returning from court to the Facility.

.2. Medical Needs.

- a. **Non-emergency.** Facility shall have a qualified medical physician on call on an "as needed" basis. For purposes of providing routine medical care, the Facility shall have a qualified medical physician on site at the facility at scheduled times ("routine medical care" defined as including routine physical examinations and screenings, alcohol and drug testing, prescribing the use of non-prescription medicines). The Facility shall have a LPN or RN on-site providing services **Monday-Thursday and Friday for 8 hours each day**, to assess medical issues, prescriptions, and all medical records. The costs for routine on-site medical services (excluding pharmacy, lab work, and x-rays) will be paid for by the Facility and all such other off-site medical and dental services shall be pre-authorized through Agency and paid by the prisoner pursuant to Sec. 221.120 RSMo. Medical services provided are consistent with the *National Commission on Correctional Healthcare Standards*. All prescriptions for inmates will be the responsibility of the **Agency** and will be invoiced accordingly.
- 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 all emergency transportation,

the Facility will supply a detention officer to accompany the Inmate to the hospital/ER for a period of **4 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 believe 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, email, or facsimile transmission.
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.

12. **Facility Damage.** Damage caused by an inmate to Facility property or equipment, will be the responsibility of the Agency. All reasonable bills for the repair and/or replacement of said damage will be sent to the Agency 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 and shall be reviewed 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.

Jackson County Counselor

Jackson County Clerk of the Legislator

_____ Date _____

_____ Date _____

Jackson County Executive

_____ Date _____

Andrew Co. Presiding Commissioner

Andrew County Sheriff

_____ Date _____

_____ Date _____

Robert Caldwell

Bryan L. Atkins