

BILL NO. 2238

ORDINANCE NO. 2064

**A BILL AUTHORIZING A CONTRACT WITH ST. LOUIS COUNTY  
FOR HOUSING OF MUNICIPAL INMATES**

**WHEREAS**, the City of Chesterfield from time to time has the need to house municipal prisoners for extended periods; and

**WHEREAS**, it has been the policy of the City of Chesterfield to use the St. Louis County Justice Services as when necessary for housing municipal prisoners of the City of Chesterfield; and

**WHEREAS**, St. Louis County has recently enacted a new Ordinance calling for specific charges and related expenses for the housing of municipal prisoners; and

**WHEREAS**, the City determines that it is in the best interests of the City that it enter into a contract with St. Louis County for the housing of its municipal prisoners.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** The City of Chesterfield hereby authorizes the City Administrator to enter into a contract for the housing of municipal prisoners at the St. Louis County Justice Center in accordance with the contract for housing of municipal inmates, which is attached hereto and made a part hereof as if fully set forth herein.

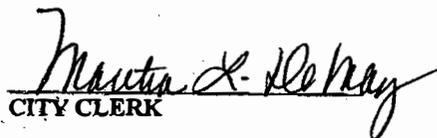
**Section 2.** The City Administrator shall be authorized to enter into extensions and modifications of this contract by resolution of the City Council at such time as may be necessary in the future.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 18th day of February, 2004.

  
MAYOR

ATTEST:

  
CITY CLERK

## CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between St. Louis County, Missouri, 41 South Central, Clayton, Missouri 63105 ("County") and \_\_\_\_\_ ("Municipality").

WITNESS:

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has provided County with sufficient detention capacity to house, in addition to those for whom St. Louis County may be responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Municipality desires to have inmates housed at Justice Center on its behalf, and St. Louis County desires to accept such inmates; and

WHEREAS, this contract is authorized by County Ordinance No. 18,915 and Municipality Ordinance/Resolution No. \_\_\_\_\_;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. PROCEDURE FOR ACCEPTANCE OF MUNICIPALITY INMATES

1.1 County shall accept and house at Justice Center those inmates detained under Municipality's authority who are:

(A) committed to County's custody by an order issued by Municipality's judge in substantially the same form as the document attached hereto as "Exhibit A"; or

(B) for whom an arrest warrant has been authorized, either in writing or by telephone; provided, however, that if the total number of non-County inmates exceeds fifty (50) and the Director of Justice Services determines that no additional space is available, then County may decline to accept inmates on behalf of Municipality.

1.2. Available bed space will be allocated among County municipalities on a first-come, first-served basis. Municipality shall contact the Municipal Court liaison at 615-5761 to verify arrival date and time for any inmates who are scheduled to turn themselves in without being accompanied by a Municipal police officer.

1.3. Municipality shall arrange for the inmate's transportation to the Justice Center. In the event the Municipality inmate is to present himself for detention without a law enforcement escort, Municipality shall arrange for the inmate to present himself at the Justice Center Bonding Window at one of the designated times approved by Justice Services; inmates who are to serve weekend commitments shall present themselves on Friday evenings and shall be released at the same hour of the day on the following Sunday. A Municipality inmate shall not be deemed to be in County's custody unless and until such time as:

- (A) The inmate is delivered by Municipality to the Justice Center Intake Service or presents himself at the Justice Center Bonding Window; and
- (B) A certified copy of the Municipality judge's order of commitment or a certified copy of the arrest warrant is delivered to County along with the inmate (a municipal summons or citation will not be sufficient); and
- (C) A completed Field Booking Form is delivered to County along with the inmate; and
- (D) The inmate either is found by a County-employed registered nurse not to require a medical "fit for confinement" determination OR presents a current medical "fit for confinement" determination from a local hospital.

1.4. If an inmate turns himself in and needs a fit for confinement per the medical staff, the inmate will be released and the Municipality will be notified. If an inmate is delivered by Municipality and is determined by medical staff to require a fit for confinement, the inmate will be seen by a doctor from the Department of Health if available; otherwise, it shall be the

responsibility and expense of Municipality to secure a fit for confinement from a local hospital prior to acceptance of the inmate for confinement. Questions concerning the need for a fit for confinement determination may be directed to County's Intake Facility nurse at 615-5703.

1.5. Municipality inmates shall be processed into the Justice Center in accordance with procedures established by County's Department of Justice Services, and shall be subject to the same rules and regulations as are County inmates. Sentenced Municipality inmates will be required to participate in all court-ordered programs and inmate work programs.

1.6 Sentenced municipal inmates may be housed at the Work Release Center, which is across the street from the main Justice Center building. These individuals would not be on the Work Release program, but they may be assigned to supervised work details outside of the confinement facility. Municipal inmates housed on a pre-trial basis will be housed at the Justice Center.

## 2. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic and emergency health care will be provided to all Municipality inmates, at no cost to Municipality, in accordance with the County's Department of Justice Services Inmate Medical Fee Policy. Inmates may be charged co-payments for certain basic medical costs. Municipality shall be responsible for the cost of extraordinary medical costs, such as ambulance costs, non-routine medication costs, and transportation of inmates to clinic appointments (such as dialysis).

2.2. In the event County determines that infirmary care or hospitalization will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility; however, by signing this contract Municipality authorizes the release of Municipal inmates rather than becoming responsible for the cost of infirmary care or hospitalization; except, however, that if Municipality wishes for a particular inmate to be held

despite the need for infirmiry or hospital care, Municipality shall so indicate in writing on the warrant at the time of booking.. If an inmate is released under this provision, Municipality will be notified and the inmate shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmiry due to the inmate's mental condition, the Municipality will incur the costs of the infirmiry until the inmate can be released.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmiry or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmiry will be made available to non-County inmates separate from the minimum number of beds referenced in Paragraph 1.1.

### 3. COST OF DETENTION

3.1. Municipality shall reimburse County Thirty Dollars (\$30.00) per each twenty-four hour period, or portion thereof, in which an inmate is in the custody of the Department of Justice Services.

3.2. If Municipality desires to house at Justice Center an inmate determined by County to required infirmiry care, Municipality shall pay Three Hundred Dollars (\$300.00) per day rather than the Thirty Dollar (\$30.00) amount set forth in Paragraph 3.1. Payment of this per diem charge shall not relieve Municipality from responsibility for additional extraordinary medical costs incurred on the inmate's behalf but shall only constitute payment for infirmiry and non-medical care and housing.

### 4. RELEASE OF INMATES

4.1. County shall discharge a Municipality inmate from confinement at the Justice Center as follows:

(A) Upon personal or facsimile delivery to the bonding clerk of an order from

Municipality's judge directing the inmate's release, which order shall be confirmed by telephone call to Municipality at \_\_\_\_\_; or

(B) Upon personal or facsimile delivery to the bonding clerk of a copy of the inmate's bond, which shall be confirmed by telephone call to Municipality at \_\_\_\_\_; or

(C) Upon personal delivery to the bonding clerk of a request for release by a Municipality law enforcement officer, which request shall be in substantially the same form as the form attached hereto as "Exhibit B" and shall follow a minimum two-hour notice to the Municipal Court liaison at 615-5761; or

(D) Upon expiration of sentence or payment of outstanding bonds and/or fines. All bonds and fines will be processed at the individual municipality. Once the bond or fine has been processed, the municipality should then contact the Bonding Clerks by sending a teletype authorizing the release of the inmate.

4.2. If a felony warrant is issued on an inmate being housed on a municipal warrant/commitment, the felony warrant will then take precedence, and the municipality will no longer be able to transport the inmate to municipal court. The Justice Services billing clerk will then advise the municipality that it will no longer be charged the \$30 per diem rate. The clerk will further advise the municipality to withdraw its warrant and to reissue an additional warrant. A municipal hold will, therefore, be in effect and the municipal warrant will be activated upon the disposition of the felony case. At that point, the \$30 per diem rate will again be in effect.

## 5. NOTICE TO PARTIES

5.1 Questions which arise concerning the contract or procedures to be followed may be addressed informally by calling County's Municipal Court liaison at 615-5761.

5.2. When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or faxed as follows:

To County:

Asst. Director of Justice Services  
St. Louis County Justice Center  
100 South Central  
Clayton, MO 63105  
Fax: (314) 615-4329

To Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

6. TERMINATION OF CONTRACT

6.1 Either party may terminate this contract upon thirty days written notice to the other party.

WHEREFORE, the parties have executed this Contract in duplicate the day and year first above-written.

Attest:

Maucha L. DeMay

MUNICIPALITY

By Michael Starnes

COUNTY

Attest:

\_\_\_\_\_  
Administrative Director

By \_\_\_\_\_  
County Executive

Approved:

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Director of Justice Services

Approved:

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Accounting Officer

Approved as to legal form:

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County Counselor

\_\_\_\_\_  
(Municipality)  
vs. \_\_\_\_\_  
(Defendant)

No. \_\_\_\_\_

SENTENCE--JUDGMENT--COMMITMENT

Defendant appears in person and by attorney \_\_\_\_\_

Municipality appears by attorney \_\_\_\_\_

Defendant having on \_\_\_\_\_ ( ) been found guilty of  
the offense(s) of \_\_\_\_\_, committed  
on \_\_\_\_\_, in violation of \_\_\_\_\_

NOW, THEREFORE,

- ( ) Defendant is sentenced to pay a fine of \$ \_\_\_\_\_
- ( ) Defendant is sentenced to serve a term of imprisonment of \_\_\_\_\_  
in the custody of the St. Louis County Department of Justice Services.
- ( ) Imposition / Execution of fine / jail sentence is suspended, and Defendant is placed on  
probation for \_\_\_\_\_ with special conditions per the attached.
- ( ) Defendant is ordered to pay court costs as a condition of probation and is granted until  
\_\_\_\_\_ to pay said costs.

Date: \_\_\_\_\_

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
(Defendant)

\_\_\_\_\_  
(Attorney for Defendant)

SO ORDERED: \_\_\_\_\_  
(Judge)

RELEASE OF INMATE FOR COURT

The undersigned, a law enforcement officer for \_\_\_\_\_,  
Missouri ("Municipality"), requests that Municipality inmate \_\_\_\_\_  
be released from the St. Louis County Justice Center for transportation to Municipality court. The  
undersigned acknowledges on behalf of Municipality that said inmate is being released from  
custody of the St. Louis County Department of Justice Services and that if the inmate is sentenced  
to additional time, re-booking will be required.

\_\_\_\_\_

EXHIBIT B

\_\_\_\_\_