

**RESOLUTION # 483**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MODIFICATION TO THE CONTRACT WITH ST. LOUIS COUNTY FOR HOUSING OF MUNICIPAL INMATES**

**WHEREAS**, the City of Chesterfield adopted Ordinance #2064 in February of 2004, which provides for St. Louis County Justice Services to house Chesterfield municipal prisoners when necessary, and

**WHEREAS**, St. Louis County has deliberated and determined it necessary to increase the fee associated with housing of municipal prisoners from \$32 per day to \$50 per day, and

**WHEREAS**, St. Louis County has not previously increased the fee to house municipal prisoners since adoption of Ordinance #2064 in 2004, and

**WHEREAS**, the Chesterfield Chief of Police has favorably recommended acceptance of the proposed increase to the Public Health and Safety Committee, and said Public Health and Safety Committee, after review and deliberations, has unanimously recommended approval of the increase, and

**WHEREAS**, St. Louis County Council has issued an order to amend the municipal contracts to increase the per diem rate for municipal inmates, and

**WHEREAS**, The City of Chesterfield has determined that it is in the best interests of the City, that it accept the proposed per diem increase for housing of municipal prisoners.

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF CHESTERFIELD AS FOLLOWS:**


**Section 1.** The City of Chesterfield hereby authorizes the City Administrator to execute the amended agreement with St. Louis County, providing for housing of municipal inmates.

**Passed and adopted this 21<sup>st</sup> day of February, 2023.**

  
Presiding Officer

  
Mayor

Attest:

  
City Clerk

*Sam Page*  
*County Executive*



*Scott Anders*  
*Director*

December 21, 2022

Honorable Bob Nation, Mayor  
And Members of the City Council  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017

Honorable Nation:

The City of Chesterfield and St. Louis County are parties to an agreement for housing of municipal inmates at the St. Louis County Justice Center in Clayton ("Contract"). By Order dated November 15, 2022, the County Council approved an increase to the rate for such service. Consistent with the County Council's Order, the Contract will require amendment to increase the charge to \$50 per day. St. Louis County will prepare and send the necessary amendment.

No later than January 15, 2023, please provide the contact information (name and email address) of the individual authorized to sign the Contract amendment on behalf of your municipality. Please email the contact information to Andrea Peterson, Accounting Supervisor, 314-615-4783, [APeterson@stlouiscountymo.gov](mailto:APeterson@stlouiscountymo.gov). Upon receipt of the information, County will initiate the signature process through DocuSign. We will return a copy of the fully executed document to the municipality.

Please contact me if you have questions or require additional information.

Sincerely,

Scott Anders Director of Justice Services  
[Sanders@stlouiscountymo.gov](mailto:Sanders@stlouiscountymo.gov)  
314-615-4763

O-2  
11/15/2022

BEFORE THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI

In the Matter of Per Diem Rates        )  
for the Housing of Inmates at         )  
the Buzz Westfall Justice Center.     )

  O  R  D  E  R  

Now on this 15th day of November, 2022, the County Council of St. Louis County, Missouri, does find as follows:

WHEREAS, the County Executive is authorized by Section 606.115 SLCRO 1974 as amended to enter into contracts with the City of St. Louis, any St. Louis County municipality, the United States or any agency thereof, the State of Missouri, or any Missouri county, for the housing of inmates at the St. Louis County Justice Center at rates which shall be approved by order of this Council;

NOW, THEREFORE,

UPON MOTION DULY MADE, SECONDED AND CARRIED, IT IS HEREBY ORDERED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI:

SECTION 1. The per diem rate for St. Louis County municipality inmates housed for general detention at the St. Louis County Justice Center shall be \$50.00. All other fees and per diem rates pertaining to the housing of non-County inmates, including any rate for non-County inmates detained in the infirmary, shall remain unchanged.

          RITA HEARD DAYS            
CHAIR, COUNTY COUNCIL

ATTEST:   DIANN L. VALENTI            
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

          BETH ORWICK            
COUNTY COUNSELOR

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.

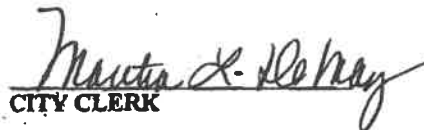
**Section 2.** The City Administrator shall be authorized to enter into extensions and modifications of this contract by resolution of the City Council at such time as may be necessary in the future.

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

Passed and approved this 16th 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 D. DeMay*        

MUNICIPALITY

By         *Michael S. Fleming*        

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  
( ) entered a plea of guilty to  
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