

RESOLUTION NO. 31-2024

A RESOLUTION OF THE CITY OF CLINTON APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY) AND HENRY COUNTY SHERIFF'S OFFICE (HCSO) FOR CONFINEMENT OF PRISONERS.

WHEREAS, the City desires to enter into an agreement with HCSO for the confinement of prisoners at the Henry County Detention Center; and

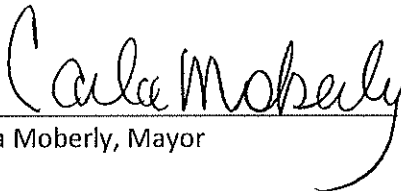
WHEREAS, the HCSO is agreeable to providing said service;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

**Section 1.** The Detention Center Agreement for Confinement of Prisoners is hereby approved.

**Section 2.** The Mayor and City Administrator are hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 3<sup>rd</sup> day of December, 2024.

  
Carla Moberly, Mayor

ATTEST

  
Wendee Seaton, City Clerk



# Henry County Sheriff's Office

## Sheriff Aaron Brown

Captain  
**Michael Bilbruck**  
Chief Deputy

Captain  
**Rob Hills**  
Support & Resource Services Coordinator

Captain  
**Jacque E. Watson**  
Jail Administrator

200 N. MAINSTREET, CLINTON, MO 64735 PHONE: 660-885-7800 OFFICE FAX: 660-885-3173 JAIL FAX: 660-885-4279

### DETENTION CENTER AGREEMENT FOR CONFINEMENT OF PRISONERS

This Agreement is made and entered into on 12-10-24, taking effect January 1<sup>st</sup>, 2025, by and between the Henry County Sheriff's Office, a Missouri County Government Facility (hereinafter referred to as "Facility") and the City of Clinton, a Missouri Municipal Government (hereinafter referred to as "Agency").

#### FACILITY AND THE AGENCY AGREE AS FOLLOWS:

1. Services Provided: Facility shall provide detention services (as provided in Paragraph 3 herein), shelter and other usual services for low to medium custody level inmates of Agency (hereinafter referred to as "Inmates") being confined at Facility, which is located at 200 N. Main St, Clinton MO 64735. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or government entity without the prior written consent of the Agency.

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 the United States of America.

b. Licensing and Structures: Facility shall maintain and ensure all necessary and appropriate licensing requirements, permits, and building, fire, health and safety codes. Facility warrants to the Agency that 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, grievances, 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 (as provided in Paragraph 24 herein).

e. Pre-employment Screening and Background Checks: Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmate property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law consistent with industry standards, prior to their employment with Facility or interaction with inmates referred to Facility by the Agency.

f. 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 and 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 any Inmate.

g. Release of Inmates: Facility shall release Inmates back to the Agency. Facility shall not release Inmates into general populace without making proper wants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.

h. Resident Agent: Facility shall designate a local agent for the acceptance of service in the State of Missouri.

i. Access to the Court System: Facility shall ensure that all inmates referred by the Agency shall have access to the court system, and the use of U.S. Postal Service.

2. Cost: In consideration of the services provided to the Agency under Paragraph 1 above, the Agency shall pay Facility a daily rate per inmate bed of \$65.00. The facility shall provide transport to and from Clinton Municipal Court with the understanding that staffing issues may require CPD to transport their inmates from time to time. These per diem rates are subject to change by Facility upon providing Agency, with no less than 30 days, written notice of such change. The agency will continue to receive a 10-day discount on each months' board bill with this contract in order to honor a verbal agreement that relates to city support of the original county jail bond ballot issue. These rates will take effect on January 1<sup>st</sup>, 2025.

### 3. 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. Facility shall have a qualified medical physician on site at the facility at scheduled times. The Facility shall have a Licensed Vocational Nurse on-site providing

services at scheduled times and emergency medical coverage for shifts and days when nurse personnel are not on site. The costs for routine on-site medical services (excluding pharmacy bills) will be paid for by the Facility and all such other off-site medical services shall be pre-authorized through Agency and in accordance with RSMo. Sec. 211.120 shall be paid by the prisoner/detainee/inmate.

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 in accordance with RSMo. Sec. 211.120 all charges for ambulance, hospital, physician and related charges incurred as a result thereof, shall be paid by the inmate. In case of death, the Facility will be responsible for all cost of an autopsy. During all emergency transportation, Facility shall have a detention officer accompanying the Inmate until such time as the Inmate is returned to the custody of the Agency or 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.

4. Inmate History: Inmates assigned to Facility shall be low to medium custody inmates and not considered an extreme escape risk, violent, suicidal, or have extreme medical needs.

5. Reservation: Facility reserves the right to refuse any inmate from the Agency to admittance into the jail owned or operated by the Facility, and to return any Inmate accepted by Facility to the Agency upon reasonable notice given to the Agency at no expense to Agency. Grounds for refusing any inmate or for returning any inmate shall be per RSMO 221.040. Facility reserves the right to refuse inmates to keep facility below or at operational capacity.

6. No Third-Party Beneficiary Enforcement: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the expressed intention of the Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

a. This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

7. Term: This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for two (2) successive one (1) year periods unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving 30 days written notice to the other party; provided that the Agency may immediately terminate this Agreement and incur no liability if an Inmate has been mistreated in violation of Paragraph 1 of the Agreement.

8. Insurance: Facility shall maintain general liability and motor vehicle insurance and any necessary correctional, professional, or commercial vehicle liability riders in the minimum amounts as are annually

listed as the governmental immunity waiver per RSMO 537.610. Facility agrees to notify the Agency of any changes in said insurance coverage. Facility shall maintain workers' compensation insurance or a certified self-insurance plan in the statutory minimum.

9. Right of Inspection: The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.

10. Death of an Inmate: In the event of the death of an Inmate, Facility shall immediately notify the Agency. Arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of an autopsy shall be the responsibility of the Facility. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction.

11. Escapes: In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the agency and 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.

12. Services for Inmates: All Inmates have access to reading materials, scheduled visits, religious services, and recreation activities.

13. Agreement: This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

14. Amendment: This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

15. Notices: All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, or facsimile transmission as follows:

If to the Agency:

City of Clinton  
105 E. Ohio  
Clinton, MO 64735  
Phone: (660)-885-6121

If to the Facility

Henry County Sheriff's Office  
200 N. Main Street  
Clinton, MO 64735  
Phone: 660-885-7300

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

16. Independent Contractor Status: Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out provision of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.

17. Non-Exclusive Contract: Facility acknowledges that it doesn't have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this Agreement shall be construed to create an exclusive relationship between the Agency and Facility for the care and confinement of Inmates.

18. 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' purchase 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.

19. 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.

20. Indemnification:

a. By Facility: Facility shall indemnify and hold Agency harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement, and Facility shall, at the Agency's request, undertake in its name and defense of all actions arising from such occurrence while the Agency is a defendant; provided, however, that Facility shall not be required to indemnify the Agency for the Agency's violation of the terms of this Agreement with regard to Inmate History, as described in Paragraph 5 herein, or for the negligent act or omission of the Agency. Subject to the foregoing provision, Facility shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by the Agency in connection with any such claims and shall not settle any such claim against the Agency without the consent of the Agency which consent shall not be unreasonably withheld. In the event the Facility has the opportunity to settle a loss on the Agency's behalf, and the Agency withholds its consent to settle such, and if the consent to settle was unreasonably withheld by Agency, then the obligation of the Facility shall not exceed the amount of the settlement offer as of the date of such refusal.

b. By Agency: The Agency shall not hold harmless or indemnify Facility for any liability whatsoever except the fraud or gross neglect of Agency in falsifying or failing to provide accurate criminal information on an Inmate, which accurately presented to the Facility would have caused Facility to reject such inmate in accordance with Paragraph 5. Nothing in this Agreement shall be construed to limit Facility's liability to the Agency; as such liability may exist by or under operation of law. Nothing in this section shall be construed as a waiver of the agency's sovereign immunity under Missouri law.

21. Successors and Assigns: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and successors. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonable withheld. Notwithstanding the foregoing, Facility's obligations under the terms of this Agreement shall survive assignment and may not be absolved by the assignment its obligations under this agreement.

22. Anti-Discrimination Requirements: During the performance of this Agreement, Facility agrees as follows:

a. Facility will not discriminate against any employee or applicant for employment based on race, religion, color, sex, disability, age, national origin, or ancestry. Facility will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; the recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

b. Facility will, in all solicitations or advertisements for employees placed by or on behalf of Facility, indicate that all qualified will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

c. Facility will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Facility shall ensure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

e. If Facility shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and Facility may be declared ineligible for any further Agency contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, Facility shall have no claims for damages against the Agency on account of such terminations, cancellation, or suspension or declarations of ineligibility.

f. Facility shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner, which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS & 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS & 2000e et. Seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS & 3601 et seq.); The Americans with Disabilities Act of 1990, 42 U.S.C. 7 12101, and amendments thereto; such records shall at all times remain open to inspection by an individual designated by Sheriff Aaron Brown for such purpose.

g. 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

Facility: Henry County Sheriff's Office, Clinton, MO

*Ami Stone*      12-10-24  
Commissioner Signature      Date

*Rick Fannon*      12-10-24  
Commissioner Signature      Date

*Dale Lander*      12-10-24  
Commissioner Signature      Date

Agency: City of Clinton, MO

*Carla Moberly*      12.4.24  
Mayor Signature      Date

*Christina Maggi*      12/4/24  
City Administrator      Date