

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PROVIDING CONFINEMENT OF PRISONERS SERVICES BETWEEN THE CITIES OF WEBSTER GROVES AND RICHMOND HEIGHTS, MISSOURI.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Richmond Heights, Missouri, is authorized to execute on behalf of the City, an intergovernmental Cooperation Agreement for confinement of prisoners services with the City of Webster Groves, Missouri, in the form attached hereto as Exhibit "A", and incorporated herein by reference and the City Clerk is authorized and directed to attest such signature and to attach the official seal of the City of Richmond Heights to said Agreement.

SECTION 2. This Ordinance shall be in full force and effect on the 31st day from and after its passage by the City Council.

PASSED and SIGNED this 17th day of February, 2015.

JAMES J. BECK
MAYOR

ATTEST:

PATRICIA S. VILLMER
DEPUTY CITY CLERK

APPROVED AS TO FORM:

KENNETH J. HEINZ
CITY ATTORNEY

First reading: February 2, 2015
Second reading: February 17, 2015

Exhibit A

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR CONFINEMENT OF PRISONERS

This Agreement made and entered into this ___ day of _____, 2015, by and between the **CITY OF RICHMOND HEIGHTS, MISSOURI**, a Municipal Corporation, of the County of St. Louis, State of Missouri, hereinafter referred to as RICHMOND HEIGHTS, and **THE CITY OF WEBSTER GROVES, MISSOURI**, a Municipal Corporation, of the County of St. Louis, State of Missouri, hereinafter referred to as the **Detainor**.

WHEREAS, RICHMOND HEIGHTS has a holding facility at 7447 Dale Ave., Richmond Heights, Missouri, and

WHEREAS, other municipalities and/or agencies are desirous of using the holding facilities of the City of RICHMOND HEIGHTS for the housing of prisoners on terms and conditions agreed upon:

NOW, THEREFORE, the parties hereto, in consideration of the terms and conditions, agree as follows:

(1) That a duly authorized officer of Detainor will bring each prisoner to be confined at the RICHMOND HEIGHTS holding facility at 7447 Dale Ave. and remain with the prisoner until the prisoner has been escorted to the entrance of the holding cell itself. RICHMOND HEIGHTS will hold the prisoner only on the authority of Detainor.

(2) That Detainor will transport to Richmond Heights holding facility those prisoners who are to be detained.

(3) Detainor shall advise the City of Richmond Heights of the current amount of bond, if any, required for each prisoner.

(4) That no prisoner to be held or waiting for bond, shall be held by RICHMOND HEIGHTS for more than twenty-four (24) hours.

(5) That any prisoner brought to the RICHMOND HEIGHTS holding facility will be booked at the arresting agency unless that agency will be utilizing the on-line booking system at RICHMOND HEIGHTS. If this be the case, the booking officer shall have the training and qualifications as prescribed by REJIS. The original booking sheet will remain at Richmond Heights only while a prisoner is in custody at Richmond Heights.

(6) Any and all property of the prisoner should remain at the holding facility at the Richmond Heights Police Department and should be so specified on the booking sheet as to its location.

(7) Prisoners that are to be released will be bonded out at the Detainor.

(8) That Richmond Heights agrees to carry out the procedure set out hereinafter in this agreement with respect to injured prisoners or claimed injuries by prisoners and with respect to emergency hospital or medical treatment of prisoners.

(9) That Detainor will provide to RICHMOND HEIGHTS an endorsement to its general liability and police professional liability insurance policy, making RICHMOND HEIGHTS an additional insured with respect to any claims for damages arising (1) out of alleged injuries by a person confined in the RICHMOND HEIGHTS holding facility in a situation in which the alleged injury occurred prior to the time the prisoner was escorted to the holding door of the holding facility; (2) for false arrest, (3) for loss of personal property and personal effects not shown on the prisoner's receipt for such items; (4) for items alleged to have been removed from the prisoner's vehicle after incarceration. Said endorsement shall not cover RICHMOND HEIGHTS for intentional, reckless or negligent acts on the part of RICHMOND HEIGHTS after the prisoner is admitted to the holding facility nor for any conditions existing therein. Detainor agrees to indemnify, defend and hold RICHMOND HEIGHTS, its police officers and employees harmless from any such claims to be covered by such insurance endorsements, as required above.

(10) That Detainor will be responsible for the storage of vehicles, if any, of the prisoners, and said vehicles are not to be stored on public property within the confines of the City of RICHMOND HEIGHTS.

(11) Richmond Heights will provide its holding facility at 7447 Dale Ave. on a 24-hour basis to receive and hold prisoners of Detainor solely on the authority of Detainor.

(12) Richmond Heights will provide necessary personnel for receiving the prisoners.

(13) Richmond Heights will provide to all persons held on the authority of Detainor meals and certain services in the same amount and manner as provided to prisoners of the City of Richmond Heights.

(14) Richmond Heights will provide reasonable care for all prisoners while in the custody of Richmond Heights.

(15) Richmond Heights agrees that the following procedures will be followed with respect to injured prisoners or prisoners claiming to be injured and with respect to emergency hospital or medical care.

(a) Any prisoner brought to the RICHMOND HEIGHTS holding facility who obviously has sustained some injury or who claims to have been struck or injured or who claims to be seriously ill, though an injury or illness may not be visible, shall, before being confined, be taken to a hospital for examination; and thereafter if the prisoner is to be confined in the RICHMOND HEIGHTS holding facility, a copy of the medical examination with a medical doctor's verification that the prisoner can be incarcerated immediately, will be filed with the

RICHMOND HEIGHTS watch commander or designated officer and shall become a part of the prisoner's file.

(b) If after incarceration a prisoner becomes injured or ill and it reasonably appears the prisoner needs emergency hospital or medical care and if RICHMOND HEIGHTS is required to call an ambulance to transport the prisoner to a hospital, the proper officer of Detainor will be notified. RICHMOND HEIGHTS will provide a police guard to the hospital and will remain with the prisoner until Detainor provides a guard for the prisoner. In no event shall a RICHMOND HEIGHTS police guard remain with the prisoner for longer than one (1) hour from the time the ambulance leaves the holding facility until his return to his duty post in Richmond Heights.

(c) If after incarceration a prisoner becomes injured or ill in a non-emergency state, Detainor shall be immediately notified and shall immediately send medical personnel to tend to the prisoner in question and shall also send a police officer to assist in case the prisoner needs to be transported to a medical facility.

(16) For providing such services, Detainor agrees to pay to RICHMOND HEIGHTS compensation on the following basis:

(a) For each hour a RICHMOND HEIGHTS police officer is required to provide guard duty for a prisoner at a hospital or medical center, there shall be a charge of Fifty Dollars (\$50.00) per hour;

(b) Costs of ambulance service required for prisoner to be charged, as billed, if any.

(c) Meals to be billed at the rate of \$2.00 per meal.

(d) Cost of blankets to be billed at the rate of \$1.50 per prisoner.

(17) This agreement shall extend for a period of one (1) year from date hereof and will be automatically renewed thereafter from year to year. However, either party may terminate this Agreement upon thirty (30) days' written notice of intention to terminate.

IN WITNESS WHEREOF, the parties hereto, upon and with the approval of their respective legislative bodies or otherwise, have executed this Agreement this _____ day of, _____, 2014.

CITY OF RICHMOND HEIGHTS:

CITY OF WEBSTER GROVES

Detainor

By: _____
James Beck, Mayor

By: _____
Mayor

ATTEST:

Pat Villmer, City Clerk

APPROVED AS TO FORM:

Kenneth Heinz, City Attorney

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney