2009-0960

CONTRACT

	Routing Order	Date	Initials
Director of Finance	MARY MANNIX-DECKER	09/30/2009	MMD
Contract Administrator	MARILYN DAY	09/30/2009	MD
Assistant City Attorney	CARL YENDES	09/30/2009	CY
City Manager	GREG BURRIS	09/30/09	GB
City Clerk	BRENDA CIRTIN	09/30/09	ABC

☑ New Contract ☐ Contract Renewal ☐ Addendum ☐ Change Order

Type Of Contract: MISCELLANEOUS

Contractor: GREENE COUNTY SHERIFF

Originating Dept: POLICE

Contact Person: LYNN ROWE

Effective Date: 10/01/2009

Termination Date: 06/30/2010

Amount: $ .00 **Requisition:** **PO:**

Additional Amt: $ .00

Notes:

Description: MEMORANDUM OF AGREEMENT REGARDING HOUSING OF MUNICIPAL PRISONERS

Council Bill: **Ordinance No.**

2399 23577

Annette Riley p.u. 2 copies on 09/30/09

EXHIBIT
B

2009-0960

CITY	SHERIFF'S OFFICE
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1700 ATTN: LYNN ROWE	SHERIFF'S OFFICE 1010 BOONVILLE SPRINGFIELD, MO 65802 PHONE (417) 868-4040 ATTN: JIM C. ARNOTT

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, herein referred to as "Memorandum", made and entered into this 30th day of September, 2009, by and between the **City of Springfield, Missouri**, hereinafter referred to as **"City"**, and the **Sheriff of Greene County**, Springfield, Missouri, hereinafter referred to as **"Sheriff"**.

WITNESSETH:

WHEREAS, the City of Springfield, Missouri, the Greene County, Missouri, Sheriff, and the Greene County, Missouri, County Commission entered into an intergovernmental cooperative agreement, pursuant to Section 70.220, RSMo, titled Interlocal Governmental Agreement, Law Enforcement Initiative dated July 16, 1997, herein after referred to as the "IGA", and

WHEREAS, the IGA covers cooperative activities undertaken between the parties regarding the use of the law enforcement sales tax passed by the voters of Greene County, including but not limited to the construction and operation of a consolidated county-municipal Justice Center, hereinafter referred to as the "Justice Center", for the purpose of jailing and detaining both County and City prisoners, a trunked radio system, and other items for the benefit of the parties and the public; and

WHEREAS, a disagreement has recently arisen between the Sheriff and the City regarding the housing of municipal prisoners at the Justice Center, the Sheriff claiming the right and ability to under Section 479.180, RSMo, to charge the City a daily charge for each municipal prisoner brought by the City to the Justice Center; and the City maintaining that the IGA, as authorized by Section 70.220, RSMo, along with the terms and intent of the IGA and the custom and practice of the parties since the inception of the IGA, provide that all municipal prisoners brought by the City to the Justice Center be housed without additional charge to the City from the Sheriff, and the costs of their housing and maintenance be paid by the proceeds from the law enforcement sales tax passed by the Springfield and Greene County voters on November 4, 1997; and

WHEREAS, the Sheriff and the City administration are mutually desirous of avoiding the litigation and other ramifications and consequences resulting from such an action, and, without admitting any fault, liability or change in either of their positions with respect to the IGA, the terms of the IGA, the parties' respective interpretations of the IGA, and the rights and obligations of the parties, have amicably negotiated the following Memorandum between their respective administrations to clarify between them the activities and common ground of the parties, and to forestall a conflict between them, which would be contrary to the interests of the parties and the safety and security of the public; and

WHEREAS, the parties agree that this Memorandum does not change or amend the terms and conditions of the IGA, and any amendments duly adopted thereto.

NOW, THEREFORE, the City and Sheriff agree as follows:

1) In the event a prisoner serving a sentence imposed by, or confined to the Justice Center on a warrant issued by, the Springfield Municipal Court, hereinafter referred to as "Municipal prisoner", is injured or is experiencing medical or psychiatric problems which require medical, dental, or psychiatric treatment outside the capabilities of the Justice Center, the City will provide transportation and security for all Municipal prisoners confined to Justice Center to and from any clinic, hospital, or other appropriate health care provider. The term "Municipal prisoner", as used in this Memorandum, shall not include any prisoners brought to or housed in the Justice Center on warrants, charges, detainers, or sentences from any jurisdiction(s) other than the Springfield Municipal Court, even if said prisoners also have warrants, charges or sentences from the Springfield Municipal Court in addition to those from such other jurisdiction(s).

2) . The Sheriff and City agree that the Sheriff shall not attempt to impose any per day charge under the Sheriff's interpretation of Section 479.180, RSMo, during the term of this Memorandum upon any Municipal prisoner currently housed in the Justice Center or who may be brought to or housed in the Justice Center during the term of the Memorandum.

3) The initial term of this Memorandum shall be nine months, from October 1, 2009 through June 30, 2010. If a new agreement is not entered into by the parties before the expiration of the initial term of this Memorandum, this Memorandum shall continue in effect beyond the initial term for a renewal term of twelve months, provided either the Sheriff or the City administration may terminate any extended term of this Memorandum at any time, with or without cause, upon giving the other party sixty days advance written notice. This Memorandum may also be preempted in whole or part by a formal amendment to the IGA duly adopted by the parties to the IGA.

4) The Sheriff agrees to continue to provide food, clothing, custodial supervision, and housing for all Municipal prisoners and all other prisoners brought to the Justice Center by the Springfield Police Department in accordance with the terms of the IGA.

5) The Sheriff agrees to process the municipal bonds on anyone confined to the Justice Center that is charged with a City Code violation.

6) The Sheriff further agrees to house those Municipal prisoners whose Municipal Court sentences are to be served during "weekends" under the same terms, restrictions, and conditions as all other prisoners. The City shall inform the Sheriff of such sentences being imposed, and the date that the sentence is to commence.

7) The parties mutually agree to the following:

   a) All information, data, and reports which are existing, available and necessary for housing of Municipal prisoners will be furnished by City to the Sheriff without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of this Memorandum.

   b) It is understood and agreed by the parties that this Memorandum does not amend or materially change any of the terms of the IGA, and any amendments duly adopted thereto, and is not intended to do so. In the event of a material conflict between the terms of this Memorandum and the IGA, as such may be duly amended from time to time, the terms of the said IGA shall control and govern. With respect to the limited scope of the Memorandum as described herein, this document contains the entire understanding of the parties. No modification, amendment, or waiver of any the provisions of the Memorandum shall be effective unless in writing specifically referring hereto, and signed by both parties.

c) This Memorandum and every question arising hereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this Memorandum be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Greg Burris, City Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Mary Mauro Decker
Director of Finance

APPROVED AS TO FORM

_____
Assistant City Attorney

SHERIFF OF GREENE COUNTY

By: _____
Jim C. Arnott

APPROVED AS TO FORM

_____
County Attorney