

Pub. Imp. \_\_\_\_\_  
Govt. Grnt. \_\_\_\_\_  
Emer. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 19  
Filed: 7-15-97

Sponsored by: Rhodes,  
Griggs, Denison

First Reading: July 21, 1997

Second Reading: August 4, 1997

COUNCIL BILL NO. 97 - 233

SPECIAL ORDINANCE NO. 23205

AN ORDINANCE

1 AUTHORIZING the City Manager, on behalf of the City of  
2 Springfield, to enter into a cooperative agreement  
3 with Greene County concerning a Law Enforcement  
4 Initiative to be submitted to the voters on November  
5 4, 1997, for their consideration.  
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11 WHEREAS, the County has proposed a Law Enforcement Initiative  
12 which would if approved by the voters increase the ability of the  
13 City and the County to provide law enforcement activities; and  
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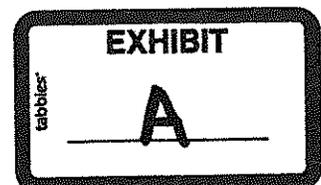
15 WHEREAS, the County has agreed to a cooperative agreement with  
16 the City of Springfield and other municipalities concerning funding  
17 arrangements; and  
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19 WHEREAS, the City agrees to hire an additional 15 officers per  
20 year for the first four years of the tax; and  
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22 WHEREAS, the agreement is a binding agreement if approved by  
23 the voters at a referendum on November 4, 1997.  
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26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
27 SPRINGFIELD, MISSOURI, as follows:  
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29 Section 1 - That the City Manager, on behalf of the City of  
30 Springfield, Missouri, is hereby authorized to enter into a  
31 contract with Greene County, said agreement to be substantially in  
32 form and content as that document attached hereto and incorporated  
33 herein by reference as Exhibit I.  
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Section 2 - This ordinance shall be in full force and effect from and after passage.

Passed at meeting: August 4, 1997

Leland L. Saurman  
Mayor

Attest: David M. Bitt, City Clerk

Approved as to form: J. H. Wright, City Attorney

Approved for Council action: Bob Kelley, Ass't. City Manager

N:\SHARE\PK\CB\LAWENF.ORD

**INTERLOCAL GOVERNMENTAL AGREEMENT  
LAW ENFORCEMENT INITIATIVE**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 16th day of July, 1997, by and between the City of Springfield, Missouri, hereinafter referred to as "City"; and Greene County, Missouri, hereinafter referred to as "County".

WHEREAS, Section 70.220, RSMo, 1996, provides for governments to cooperate with one another in various matters; and

WHEREAS, Section 70.220, RSMo, 1996, further provides that, in the event an agreement between the City and the County regarding the disposition of tax revenues is made prior to a vote to authorize the imposition of a tax, all revenue received from the tax shall be distributed in accordance with the agreement for so long as the tax remains in effect or until the agreement is modified by mutual agreement of the City and the County; and

WHEREAS, this agreement provides for the consolidation of two major City and County activities which will improve efficiencies and accountability; and

WHEREAS, the City and the County have reached such an agreement regarding the disposition of revenues from a proposed county law enforcement sales tax, hereinafter referred to as the "Tax", with the agreement contingent upon voter approval of the Tax, the terms of which are set out below.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. The County and the City shall mutually agree upon the ballot language of the law enforcement sales tax proposal to be submitted to the voters.
2. Upon passage of the Tax by the voters, the County and the City shall cooperate fully in the implementation of this Agreement, and in all annual appropriations hereunder.
3. All municipalities and entities within Greene County, Missouri which may receive revenues from the Tax shall, prior to their receipt of said revenues, pledge and agree to maintain their law enforcement/criminal justice-related funding at not less than their budgeted levels for the 1997-1998

fiscal year, and shall further pledge and agree to increase their funding of such activities from non-Tax sources at a rate of not less than two percent (2%) in a five (5) year period.

4. The parties hereto agree that there shall be a consolidated county-municipal justice center. The parties further agree a screening facility shall be established in association with the justice center for the determination of the appropriateness of detention or confinement of persons brought to the facility based on the physical and/or mental condition of the arrestee. The County shall operate and staff the justice center and screening facility from the proceeds of the law enforcement sales tax. The Sheriff shall accept all municipal, county or federal prisoners brought to the jail, in accordance with established Policy and Procedures. (examples attached). In conjunction with the screening of prisoners the parties agree to conduct a physical examination of any detainee who either verbally complains about any physical illness, injury or condition, or if injuries are observed by any arresting officer, prior to said detainee being brought to the Jail. Any municipality agrees that the officers transporting a detainee to the jail shall notify the Jail screening booking officer of any medical, psychiatric condition, or other unusual behavior exhibited by said detainee, including, but not limited to, prior self-destructive behavior or attempts to commit suicide. The cost of medical services for any municipal prisoners for services not currently provided in the Jail by Jail medical staff will be the responsibility of such municipality.

5. The parties have executed a Statement of Understanding related to a trunked radio system to include 911 emergency communications. In accordance with the Statement of Understanding, (attached), the trunked radio system will be owned and operated by City Utilities. The charges assessed by City Utilities to the City of Springfield and Greene County for using the system shall be paid from the proceeds of the law enforcement sales tax. The cost of initially acquiring radios and dispatch consoles for law enforcement related activities shall also be paid from the law enforcement sales tax.

6. A. The tax rate shall be  $\frac{3}{8}$  cent for the first four (4) years and shall be used to construct and operate a consolidated county-municipal justice center, implement a consolidated trunked radio system and provide space and operations for additional law enforcement personnel and related activities. For the first four (4) years the County shall receive 55% of all funds for the consolidated justice center, expanded county law enforcement, its share of the consolidated trunked radio system and payments to the other incorporated towns and cities in Greene County. For the first four (4) years the City shall receive 45% of all funds for the expanded law enforcement activities, and its share of the trunked radio system.

B. The tax rate shall be reduced from  $\frac{3}{8}$  cent to  $\frac{1}{4}$  cent at the beginning of the fifth year. Tax revenues therefrom in year five and thereafter shall be distributed to the City and retained by the County based on current United States Census data, to be adjusted by agreement between the

planning departments of the City and County. The division of these annual revenues shall be in the same percentages as the respective total populations of the City, and of the County minus the City, are to the total population of the County, including the City. Under this formula, based upon current Census data, it is estimated that the City would receive approximately 67% of such annual revenue, and the County would receive approximately 33%. This formula shall be subject to adjustment each five (5) years in accordance with figures determined jointly by the planning departments of the City and County and to coincide with any United States Census data which may be received in the future regarding the City and the County. The County agrees to remit to the other incorporated towns and cities in Greene County 25% of its share of revenue after funding increased jail operations and communications on the basis of population.

C. The County, with review by the City, shall determine an annual appropriation to the City of the City's share of the Tax revenues received, based upon the amount of revenues received and shall remit said amounts within fifteen (15) days following receipt of the tax collection from the State in accordance with the percentages referenced in the formula.

D. The county shall report quarterly to all jurisdictions receiving tax revenue the actual amount of tax received and the distributions made and each jurisdiction receiving "Tax" revenues shall make appropriate certification to the County for their expenditure of "Tax" revenues consistent with state statutes and this agreement.

7. A. The City further agrees, for each of the first four (4) years immediately following the passage of the Tax, to add a minimum of fifteen (15) City police officers and minimum of three (3) City civilian personnel per year (over its current locally-funded positions) to its police department to expand Traffic Enforcement, Criminal Investigation, Safe Streets patrol and Community Policing activities, and to provide additional space for the City Police Department during said four (4) year period plus other capital and operating expenditures such as Municipal Courts as deemed necessary by the City consistent with State statute and this agreement.

B. The County further agrees from its share of the tax revenue to:

1. Fund its prorata share of a county-wide communications system. Purchase and maintain county radios and dispatch consoles;
2. Construct, equip, and operate a consolidated justice facility;
3. Remit to other municipalities in Greene County 25% of its share of the tax after paying for jail operations and communications;
4. Add a minimum of 27 law enforcement related positions. Twelve (12) in the sheriff's office, eight (8) in the juvenile division, seven (7) in the prosecuting attorney's office.

8. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of the Agreement shall be effective unless it is in writing and is signed by representatives of both the City and the County authorized by City Ordinance or County Order to do so. This Agreement shall terminate if said tax issue is not approved by the voters on November 4, 1997.

9. This Agreement and every question arising hereunder shall be construed or determined in accordance with the laws of the State of Missouri. Should any dispute arising under or part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

GREENE COUNTY, MISSOURI

CITY OF SPRINGFIELD, MISSOURI

By: [Signature]  
Presiding Commissioner

By: \_\_\_\_\_  
City Manager

[Signature]  
Commissioner District 1

[Signature]  
Commissioner District 2

[Signature]  
Greene County Sheriff

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST:  
[Signature]  
Greene County Clerk

Aff. Agcy. Noticed \_\_\_\_\_  
Emergency Required \_\_\_\_\_  
P. Hrngs. Required \_\_\_\_\_  
Fiscal Note Required \_\_\_\_\_  
Board Rec. Required \_\_\_\_\_

EXPLANATION TO COUNCIL BILL NO. 97 -

ORIGINATING DEPARTMENT: Law

PURPOSE: Authorize an agreement between the City and the County for distribution of funds from the Law Enforcement Initiative.

BACKGROUND INFORMATION: Upon the approval of the agreement by the City and the County, the County will call an election on November 4, 1997, at which time they will submit to the voters a Law Enforcement Initiative which will, if approved by the voters, provide funding for increased law enforcement through the adoption of a 3/8 of one percent sales tax for the first four years, to be decreased to 1/4 of one percent at the beginning of the fifth year.

REMARKS: This agreement approves the formula for distribution of funds from a law enforcement tax which will be submitted to the voters for their consideration in a special election to be held November 4, 1997. Under the agreement, the City agrees to hire an additional 15 police officers plus three civilian employees per year for the first four years. The agreement also provides that the County will operate a jail where city prisoners can be housed and funding for a trunked radio system for emergency communications for City and County emergency services including police and fire. The sales tax rate would be 3/8 of one percent for the first four years, which will be used to construct and operate a consolidated City-County municipal justice facility, implement the consolidated trunked radio system and provide space for operations of the additional law enforcement personnel and related activities like the operations of the Municipal Court. For the first four years, the County shall receive 55 percent of the funds for the consolidated jail and its share of the consolidated trunked radio system. The County will make payments to other incorporated towns and cities in Greene County from its share of the funds. For the first four years, the City shall receive 45 percent of the funds for the expanded law enforcement activities, its share of the trunked radio system and additional space to house law enforcement personnel. The tax rate shall be reduced from 3/8 to 1/4 at the end of the fourth year. Thereafter, tax revenues shall be distributed to the City and retained by the County based upon current United States Census data, which census data shall be adjusted by the Planning Departments of the City and the County. The division of these revenues shall be the same percentage as the respective total populations of the City and of the County minus

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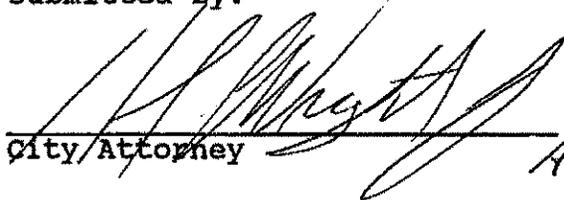
the City or of the total population of the County including the City. Under this formula based upon current census data, it is estimated that the City would receive approximately 67 percent of the annual revenues and the County would receive 33 percent. The percentage would be adjusted each five years in accordance with figures determined by the Planning Departments of the City and the County to coincide with the U.S. Census data. The County agrees to remit to the other incorporated towns and cities in Greene County 25 percent of its share of revenue after funding increased jail operations and communications on the basis of population.

The agreement provides that funds may be used by the City for additional police personnel to be used to expand traffic enforcement, criminal investigations, safe street patrols, Community Policing activities, and to provide additional space for the City Police Department during the four-year period, plus other capital and operating expenditures such as municipal courts as deemed necessary by the City consistent with State statutes and this agreement. Upon approval by the voters, the agreement is binding upon the City and the County and may be changed only by mutual agreement.

The County agrees to add a minimum of 27 law enforcement positions over the four-year period, divided among Sheriff's Deputies, Assistant Prosecuting Attorneys, Deputy Juvenile Officers, and support staff.

Submitted by:

Approved by:

  
City Attorney

  
Ass't City Manager

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County of **GREENE** State of Missouri

1000 BOONVILLE AVENUE  
SPRINGFIELD, MO 65802

ADDRESS ALL CORRESPONDENCE TO:  
JOHN T. PIERPONT  
SHERIFF

(417) 868-4040

FAX: 417/868-4108

POLICY MEMORANDUM

JAIL DIVISION

MEDICAL CONSIDERATIONS FOR PRISONER INTAKE

Nothing in this policy shall be construed to relieve the Greene County Jail of its statutory responsibility for accepting legitimate prisoners in custody of certified law enforcement officials. However, for liability considerations relative to the Sheriff's Department and Greene County, certain precautions must be taken during the intake process.

Jail staff shall be constantly alert for any illness, injury, or other condition that might be life threatening. Receiving officers shall not allow any person to be booked into the jail facility with any of the following conditions until the individual has been treated and released by medical authority for the existing injury, illness, or condition:

1. Unconscious or semi-conscious
2. Stuporous (including possible alcohol or drug overdose)
3. Apparent injuries
4. Obvious health problems
5. Complaint of health problem
6. Requesting medical treatment or assistance.

Any of the above situations will be reported immediately to the Jail Physician or Medical Assistant on duty for immediate assessment before accepting prisoner from transporting official.

1. If the prisoner has a medical need that is an emergency (such as heart attacks, etc.), Jail personnel shall immediately contact Cox North for dispatch of a private ambulance.

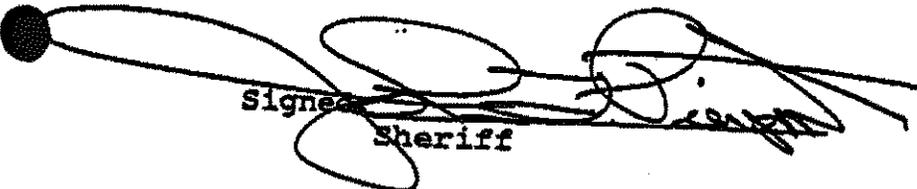
2. If the prisoner is able to be transported to an emergency room facility by regular vehicle, the transporting official will be requested to seek treatment and release by medical authority for the existing injury, illness, or condition.

Responsibility for cost of such medical care will fall into two general categories:

1. The Greene County Jail will be responsible for medical cost on any prisoner brought to the facility on Greene County arrest warrants.

2. Medical cost for prisoners brought to the Greene County Jail to be detained/housed for other agencies will be borne by those agencies.

Officers of the Greene County Sheriff's Department should avoid probable cause arrests of individuals with above conditions, when in all likelihood the individual can be arrested following issue of warrant on the case being made. In such situations officers would use normal judgment and assistance in obtaining medical support for the individual, for which the individual would bear responsibility for the cost incurred.

Signed   
Sheriff

Date: June 30, 1993

# DETENTION MANUAL

## SPRINGFIELD MISSOURI DETENTION FACILITY

Issuing Authority Sgt. Greg Felt  
Issue Date April 12, 1996 Detention Manual # DET 1  
Review Date April 12, 1997

Title: Pre-Admittance screening, Contagious Diseases, Maintaining files of the questionnaire.

1. All Detainees booked into the detention facility shall be asked the pre-admittance screening questionnaire set forth by the detention supervisor. This list of questions shall be attached to the back of the booking report and stay with the report until it is filed with the detention supervisor. Answers to screening questions, personal knowledge and experience, should be used in risk classification
2. Each Detainee shall receive a level clarification during their booking procedure. This classification process will begin from the moment the prisoner enters our facility.
  - 2A. Level 1: Non-Violent, healthy, no suicidal tendencies.
  - 2B. Level 2: Contagious or infectious disease, injury.
  - 2C. Level 3. Violent / escape risk.
  - 2D. Level 4. Suicide risk/ Mental
3. If during the interview of any detainee a Level 4 is assigned, the arresting officer shall be advised of the situation. The officer is responsible for seeking treatment of these individuals. The Detention Officer needs to explain to the arresting Officer the importance of the assignment of Level 4 to any individual. Should the Officer choose to override your decision then the Detention Supervisor should be contacted and he/she made aware of the situation. If the Detention Supervisor is not available then the On-Duty Lt. shall be contacted and he/she made aware of the situation. His/her directions shall be followed as to whether or not the subject is booked into the Detention Facility.
4. When a Detainee is assigned a risk level other than level 1, a bright orange sticker shall be placed on the bottom right corner of the booking report. The risk level assigned will be written on the sticker. A sticker designating level 3 may be removed from the booking sheet if the Detainee violent tendencies disappear, Level 2 & 4 shall remain on the booking sheet.
5. When a Detainee is transported from our facility to another, a bright orange sticker showing the Detainee's risk will be placed on the accompanying records. In these incidents, the transporting officer shall verbally advise the agency of the risk level coding. The purpose of the sticker is to flag the Detainee so information about the Detainee may be passed on to the accepting agency. The risk information is NOT to be told to the Detainee and should be considered our opinions only.

6. This Medical questionnaire shall be kept attached to the booking report during the Detainee's stay. When the Detainee is transported to another facility, a copy of this report shall be included with his/her property and papers.
7. After a Detainee has been released from our facility the pre-admittance medical questionnaire shall be removed from the booking sheet and maintained in a separate file as directed by the Unit Supervisor.
8. All information obtained from any detainee that is of a medical nature shall be noted on Pre-Admittance form and NOT on the booking sheet.
9. When a Detainee is believed to have or states they have a contagious disease, the detention staff should take all precautions to prevent the infection or the exposure of such diseases to all persons. Gloves -- face masks should be used where such situations warrant such use.
10. In cases of AIDS or hepatitis the Detainee may request to be separated from the general population, and shall be if they so request.
11. After a Detainee is released from custody the cell where the Detainee was housed should be cleaned with bleach solution and sterilized. Other Detainee should not be placed in this area for 4 hrs if possible.
12. Sick or injured Detainee's shall not be admitted unless the Detainee has been taken to a medical facility by the arresting officer and there is written documentation from the doctor releasing the Detainee to the jail.
13. The American Medical Association recommends the following cases not be accepted to the jail.
  - 13A. New Detainees who are having or recently had convulsions. There are a number of very serious conditions that could cause convulsions, including
    - A-1 Epilepsy
    - A-2 Severe head injury
    - A-3 Infection
    - A-4 Drug or alcohol overdose
  - 13B. In some instances, a person who is convulsing could lapse into a coma and die if he / she does not receive proper medical attention.

13C. New Detainees with any significant external bleeding: The admission officer will have to make a decision regarding the seriousness of the wound.

C-1 If it is a small cut or wound, it is probably safe to accept the person, but the wound should be cleaned with soap and water and a bandage applied

C-2 If the new Detainee is bleeding profusely, or has more than a simple wound, he should not be admitted. A wound which is bleeding a lot may need to be sutured.

13D. Detainees with any obvious fracture (broken bones)

D-1 All fractures must be x-rayed and treated.

D-2 In an open fracture, a part of the bone has broken the skin.

13E. In a closed fracture, the bone has not broken the skin, but there are other signs of fracture.

E-1 Pain

E-2 Deformity in the injured area

E-3 Inability to use the limb.

E-4 Swelling

E-5 Bruising

13F. If a Detainee's arm or leg simply looks like it is not working right, the admissions officer should suspect a fracture and insist on a medical clearance.

14. New Detainees with signs of a head injury: A head injury may be suspected if the following symptoms are present.

14A. There is a serious cut or bruise on the head

14B. There is clear or bloody fluid coming from the nose or ears.

14C. One of the pupils of the Detainee's eyes is much larger than the other.

14D. The Detainee is dizzy or having trouble walking.

14E. The Detainee has vomited more than twice or is vomiting forcefully.

- 14F. The Detainee is confused or forgetful.
- 14G. The Detainee is semiconscious, stuporous, or unconscious. **THE ADMISSIONS OFFICER SHOULD BE VERY CAUTIOUS ABOUT HEAD INJURES.**
15. New Detainee's with neck or spinal injures. The admissions officer should not accept these persons if:
- 15A. The Detainee has trouble walking or is unable to walk.
- 15B. The Detainee has pain in the spinal area.
- 15C. There is an obvious deformity in the spinal area.
- 15D. There is obvious loss of muscle function or areas of numbness in his/her arms or legs.
16. New Detainees with any type of serious injury. There are obvious signs, such as severe bruising on the body or face. If the Detainee has trouble walking or seems to be in severe pain, he should not be accepted.
17. New Detainees who cannot walk under their own power. If the Detainee is having trouble walking because of obvious intoxication, that could be an exception. However, if the Detainee does not show signs of drug or alcohol intoxication, he should be refereed for a medical examination before he/she is accepted into the Detention Facility.
18. Anyone displaying symptoms of possible internal bleeding. Symptoms of internal bleeding from severe blows include:
- 18A. Paleness
- 18B. Cold, clammy skin (blue or gray in color at times)
- 18C. Sweating
- 18D. Rapid pulse
- 18E. Dizziness or fainting
- 18F. Nausea and possible vomiting
- 18G. Weakness
- 18H. Feelings of confusion, agitation, restlessness, and/or fright

18L. Blood around the eyes or ears (this may be a sign of later stages of internal bleeding)

19. New Detainees with abdominal bleeding: The Detainee should be referred to a physician before being admitted. Abdominal bleeding can be a result of the following serious problems.

19A. Food poisoning

19B. Alcohol poisoning (such as from drinking turpentine)

19C. Bleeding ulcer

19D. Allergic reaction

19E. Acute appendicitis

19F. Drug overdose or withdrawal

20. New Detainees displaying signs of drug or alcohol abuse: Withdrawal from drugs or alcohol can be a very serious matter. A person can go into convulsions, which can lead to coma and possible death. The central nervous system can become depressed, leading to breathing difficulties and other related problems. The admissions officer should not accept anyone who claim they have taken an overdose. Some signs of possible drug or alcohol abuse include:

20A. Confusion and disorientation

20B. Hallucinations and delirium

20C. Slurred speech

20D. Very rapid or shallow breathing

20E. Lethargy (a condition of abnormal drowsiness or torpor)

20F. Severe agitation or depression

20G. Cramps, nausea, vomiting, or diarrhea

20H. Sudden collapse

20I. Dilate or pinpoint pupils

20J. Restlessness

20K. Track or needle marks on arms, legs, or buttocks.

20L. Feeling of being hot or cold.

21. Pregnant women in labor: It is very unlikely that a police officer would bring a women who is in full labor to the jail for admission, It is possible, however, that soon after a pregnant women is admitted, she could go into premature labor brought about by stress. If any of the following symptoms develop after a pregnant women is admitted, the jail officer should call an ambulance to have her taken to the hospital immediately. A pregnant women should not be accepted if:

21A. She is having strong uterine contractions

21B. Her contractions are less than two minutes apart.

22. Pregnant women with other serious problems:

22A. A pregnant women who is bleeding from the vagina

22B. If she is having cramps or abdominal pains.

22C. If she is having severe cramps and headache or blurred vision, she should not be accepted.

23. Detainee's who claim they are taking medication, but do not have their medicine with them: Such inmates can go into shock or a coma if they do not receive their medicine on a fixed time table. Detainee's who require their medicine at fixed intervals include:

23A. Diabetics: If a Detainee claims he \ she is on insulin, call the Detainee's doctor to verify this. If varication is not possible, the Detainee should not be accepted and should be taken to the hospital emergency room so he / she can be examined and obtain his \ her medication before being admitted to the jail.

23B. Epileptics: The admissions officer should follow the same procedure as for a diabetic.

23C. Heart patients: The admissions officer should follow the same procedure as for a diabetic.

24. If the jail officer accepts the sick or injured inmate, the following responsibilities are assumed on behalf of the jail staff:

24A. The cost of any medical care may become the responsibility of the jail once the Detainee is accepted.

- 24B. Confinement of the Detainee to a hospital will necessitate security which could result in a drain on what may very well be a meager work force.
- 24C. There is the threat of costly litigation by the Detainee or his family as a result of alleged inadequate medical and health care at the jail.
- 24D. The Detainee may die in the jail as a result of the injury or illness.
- 24E. Special attention must be directed towards a sick or injured Detainee once he is confined to a jail.
- 24F. The sick or injured Detainee may commit suicide once he \ she is incarcerated.
25. There are two major considerations relating to the Detainee's status the admissions officer needs to keep in mind when accepting the Detainee into the jail facility.
- 25A. The age of the Detainee.
- 25B. Whether the Detainee is injured, unconscious or obviously in a poor physical condition.
26. There may be times when the arresting officer may disagree because the jail did not accept the sick or injured person. You can tell the arresting officer that the jail policy does not allow the admittance of sick or injured Detainees until they have been cleared by a doctor for admittance. Should the officer not be in agreeance with your decision then the on-duty Patrol Lieutenant shall be called if the jail supervisor is not available They will make the final decision.

# DETENTION MANUAL

## SPRINGFIELD MISSOURI DETENTION FACILITY

Issuing Authority \_\_\_\_\_

Issue Date April 12, 1996

Detention Manual #DET-2

Review Date April 12, 1997

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Title: Detention of persons for Public Intoxication

1. Act 158 (Section 67.305) of the Missouri Legislature passed 9-28-77, prohibits arrest or punishment for public intoxication. This has no effect on laws or ordinances such as DWI, or Operating while intoxicated. It does provide for a different method to be used by police officers who come in contact with person who are intoxicated and not in any violation of the law. The act does provide that a Police Officer may take the person who appears incapacitate or intoxicated to different location.

1 A Place of residence

1 B An available treatment center

1 C Other appropriate local facilities

1 D Confinement in the Detention facility only as a last resort and after all other resources have been exhausted.

2. No stuporous or unconscious detainee shall be booked until first evaluated at a hospital. (Stuporous is indicated when a person cannot walk unassisted or talk so as to be understood).

3. A detainee shall not be held in Detention for a period to exceed 12hrs. They shall be released prior to 12 hrs of incarceration.

4. Detainees under the above act shall be entered on all loggers and control boards, and shall be fed in the customary manner if they are able to receive nourishment.

May 28, 1997

TO: Mayor and Members of City Council  
Greene County Commissioners  
Board of Public Utilities

RE: Trunked Radio System--Statement of Understanding

Following a number of meetings which afforded each of us with the opportunity to exchange ideas and proposals for the establishment of a cooperatively operated radio system, including emergency 911 radio services, we hereby express our general agreement on this subject.

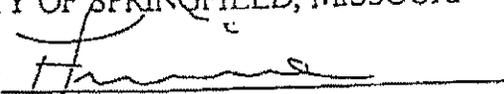
We believe a cooperatively operated radio system, including emergency 911 services, can best be provided in an effective, efficient and economic manner by the establishment of a trunked radio system owned, operated, and maintained by City Utilities. Each agency shall be responsible for the purchase and maintenance of their own individual radios and dispatch consoles. The City of Springfield and Greene County would each utilize this system and pay City Utilities a fair and equitable charge for the services and facilities based on actual costs of acquisition and operation.

A term agreement would be entered into which would include an appropriate exit strategy for any participant who may wish to review their participation in this cooperative venture.

To enable those using the services and facilities to have a voice concerning the manner of operation, a Technical Users Advisory Committee will be formed composed of nine persons, three appointed by the City Manager, two appointed by the Presiding County Commissioner, one appointed by the Sheriff, three appointed by the General Manager of City Utilities, with a tenth, non-voting presiding chairman to be appointed by the General Manager of City Utilities. This shall be an advisory committee only, with the charge to review and make recommendations on equipment, policies and the allocation of costs for the trunked radio system. The committee shall meet as may be required to make recommendations as to the operations of the trunked radio system.

Following approval of this concept by the Council, Commission, and Board, each of us has confidence the details necessary to effectively implement our understanding can be agreed upon with the concurrence of the Advisory Committee, and each of the participants.

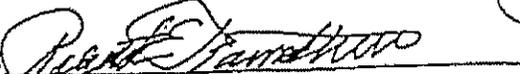
CITY OF SPRINGFIELD, MISSOURI

By: 

GREENE COUNTY COMMISSION

By: 

BOARD OF PUBLIC UTILITIES

By: 

GREENE COUNTY SHERIFF

By: 