

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

CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this _____ day of _____, 2023, 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 Order No. O-2 and Municipality Ordinance 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.

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's arrival at one of the designated times approved by Justice Services. 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; 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. Municipality shall bear all costs incurred in obtaining a medical "fit for confinement" determination.
- (E) 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.

1.4. 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. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic 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.

2.2. In the event County determines that infirmary care, hospitalization or other extraordinary medical care will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility. The term "extraordinary medical care" is defined in the attached "Guidelines for the Incarceration of Municipal Inmates". By signing this contract it is understood that Municipality has authorized the release of Municipal inmates rather than becoming responsible for the cost of the infirmary or the cost of hospitalization. If an inmate cannot be released immediately from the infirmary due to the inmate's mental condition, the Municipality will incur the costs of the infirmary until the inmate can be released. Refer to the "Guidelines" for further information.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmary or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmary 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 day for each inmate housed at Justice Center on Municipality's behalf. The term "day" shall mean calendar day or any portion thereof; except, however, that the term "day" shall not include any portion of the post-admission day during which the inmate is released from custody.

3.2. If Municipality desires to house at the Justice Center an inmate determined by County to require infirmary 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 infirmary 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 C"; or
- (D) Upon expiration of sentence.

5. NOTICE TO PARTIES

5.1. 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:

Director of Justice Services
St. Louis County Justice Center
100 South Central

St. Louis, MO 63105

Fax: (314) 615-4763

To Municipality:

City of Frontenac

10555 Clayton Road

Frontenac, MO 63131

Fax: (314) 994-3200

WHEREFORE, the parties have executed this Contract in duplicate the day and year first above-written.

Attest:

MUNICIPALITY

By _____

COUNTY

Attest:

Administrative Director

By _____

County Executive

Approved:

Director of Justice Services

Approved:

Accounting Officer

Approved as to legal form:

County Counselor

MUNICIPAL COURT OF _____, MISSOURI

_____))
(Municipality))
vs.)No. _____)
_____))
(Defendant))

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: _____

_____) (Defendant)
Prosecuting Attorney

_____ (Attorney for Defendant)

SO ORDERED: _____ (Judge)

EXHIBIT A

CERTIFICATION OF ARRESTING OFFICER

The undersigned, a law enforcement officer for _____, Missouri ("Municipality"), certifies that s/he has spoken with Municipality's prosecuting attorney who advised that an arrest warrant for _____ ("Inmate") would be sought within twenty hours of _____ A.M. / P.M., _____.

The undersigned officer understands that Inmate will be released if an arrest warrant is not received by the St. Louis County Court Services Supervisor within twenty (20) hours.

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 C