INTERGOVERNMENTAL AGREEMENT
REGARDING THE
HOUSING OF SPRINGFIELD DETAINEES

This Agreement made and entered into this _____ day of _____, 2016 by and between the City of Springfield, Missouri (Springfield) and the City of Joplin, Missouri (Joplin).

Witnesseth

WHEREAS, pursuant to Section 70.220 RSMo., political subdivisions are authorized to contract and cooperate with each other; and

WHEREAS, Springfield desires to house detainees with Joplin, at the Joplin Jail; and

WHEREAS, Joplin owns and has available a jail and desires to house Springfield's detainees.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the parties as follows:

1. **SERVICES PROVIDED BY JOPLIN.** If available, Joplin will furnish sufficient housing and security to maintain detainees as requested by Springfield. Detainees will be confined in the Joplin City Jail located in the Municipal Building at 303 East 3rd Street, Joplin, Missouri. Availability of housing and security will be determined at Joplin's discretion, solely. Detainees held by the City of Joplin by virtue of arrest by the Joplin Police Department and/or sentencing by the Municipal Court of Joplin will have priority over detainees referred to Joplin by Springfield. Joplin will be responsible for the staffing, supervision, and control of all day-to-day operations of the Joplin jail and will provide sufficient meals and recreational activities to Springfield's detainees. Such detainees will be arrested by Springfield Police Officers or sentenced by the Municipal Court of Springfield.

2. **SERVICES PROVIDED BY SPRINGFIELD.** Springfield agrees to be responsible for the transportation of detainees to and from Springfield, Missouri, to the Joplin Jail. Springfield shall deliver detainees to the Joplin Jail for booking. Springfield may deliver detainees to the

Joplin Jail 24 hours a day, seven days a week, including holidays. Springfield shall complete all necessary paperwork designated by Joplin for each detainee delivered for booking.

3. **COST.** Provided Joplin performs the services described in this Agreement, Springfield agrees to pay Joplin Fifty Dollars ($50.00) per detainee, per day, amount not to exceed One-Hundred Thousand Dollars ($100,000.00), for housing of Springfield's detainees in the Joplin Jail. Joplin shall send Springfield an invoice for the prior month on or before the 10th day of each month and Springfield shall pay the charges on the invoice within 30 days of receipt of the invoice.

4. **MEDICAL EXPENSES.** If, during a Springfield detainee's stay in the Joplin Jail, a detainee requires non-emergency medical attention, Joplin shall inform Springfield's Chief of Police, or his designee, prior to incurring medical expenses. In the case of an emergency medical situation, Joplin is authorized to obtain immediate medical aid, and notify Springfield's Chief of Police, or his designee. If a Springfield detainee is to be hospitalized, Joplin shall inform Springfield's Chief of Police, or his designee, immediately. If security at a hospital or medical facility is provided as a result medical treatment, and is necessary for public safety, Joplin agrees to provide security until Springfield is able to provide security.

5. **TERM.** This Agreement shall commence on the date above and continue for a period of one year. The parties may renew this Agreement for an additional one year period of time in writing and signed by all parties.

6. **INDEMNITY.** Joplin shall indemnify, defend, and old harmless Springfield and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses including, but not limited to reasonable attorney fees, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Joplin or its officers, agents or employees, in the performance of its obligations under this Agreement including in confining persons who have been presented by Springfield to and accepted by Joplin for confinement in the Joplin Jail while said persons are in the Joplin Jail or in the custody Joplin outside of the Joplin Jail.

Springfield shall indemnify, defend, and old harmless Joplin and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses including, but not limited to reasonable attorney fees, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Springfield or its officers, agents or employees, in the performance of its obligations under this Agreement including when detainees are not in the Joplin Jail or in the custody of Joplin outside of the Joplin Jail, such as the transportation of detainees to and from Springfield, Missouri, to the Joplin Jail.

7. **INSURANCE.** Without limiting any other obligations under this Agreement, Joplin shall secure and maintain at its own cost, throughout the duration of this Agreement, liability insurance of such type and in such amounts as may be necessary to protect it and the interests of Springfield to be indemnified under this Agreement against all risks of losses and liability which may arise out of the performance of this Agreement, including but not limited to, violations of detainees civil rights under the United States Constitution, the Missouri Constitution, federal or state statutes, or local law. The form and limits of such Insurance are subject to approval by Springfield. In no event shall the language or requirements of this Agreement constitute or be constructed as a waiver or limitation of Springfield or Joplin's rights of defenses with regard to each party's applicable sovereign, governmental, official immunities, or qualified immunity or any other protections as provided by federal and state constitution, statutes, and laws.

8. **TERMINATION.** This Agreement may be terminated at any time by either party with 60 days written notice to allow the safe transfer of detainees.

9. **CONFLICTS.** No salaried officer or employee of Springfield, and no member of the Springfield City Council, shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Joplin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract.

Joplin further covenants that in the performance of this contract, no person having such interest shall be employed.

10. **DISCRIMINATION.** Joplin agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation.

11. **COMPLIANCE WITH LAWS**. Joplin and Springfield agree to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder.

12. **GENERAL INDEPENDENT CONTRACTOR CLAUSE**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Joplin will be an independent contractor and not Springfield's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Joplin will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Joplin's activities and responsibilities hereunder. This agreement shall not be construed as creating any joint employment relationship between Joplin and Springfield, and Springfield will not be liable for any obligation incurred by Joplin, including but not limited to unpaid minimum wages and/or overtime premiums. Joplin shall not be entitled to any of the benefits established for the employees of Springfield nor be covered by the Worker's Compensation Program of Springfield.

13. **ASSIGNMENT.** The rights, obligations, and duties of either Joplin or Springfield may not be assigned to any person, firm, or corporation without the express written consent of Joplin or Springfield first being obtained.

14. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Missouri. Both parties recognize the limitations on venue for municipalities pursuant to Section 508.050 RSMo and in an effort to comply with those provisions agree that venue shall be as follows: legal action arising from this Agreement brought by Springfield against Joplin shall be filed in Jasper County, Missouri. Legal action arising from this agreement brought by Joplin against Springfield due to non-payment of costs by Springfield shall be filed in Jasper County, Missouri; however, legal action arising from this agreement brought by Joplin against Springfield for any other reason shall be filed in Greene County, Missouri.

15. **ENTIRE AGREEMENT**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

16. **VIDEO CONFERENCING**. Joplin and Springfield shall cooperate to make video conferencing available to connect Springfield's detainees to Municipal Court Judges. Springfield will be responsible for the costs associated with video conferencing. Joplin agrees that before incurring any costs associated with video conferencing, Joplin will receive Springfield's written approval for incurring said costs. Springfield will not be responsible for costs not previously approved pursuant to this paragraph.

The City of Springfield, Missouri **The City of Joplin, Missouri**

By: _____ By_____
Title Date Title Date

By: _____
City Attorney or Assistant City Attorney Date

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 therefor.

_____

Director of Finance or Acting Director