

RECEIVED
AUG 31 1994
U. S. DISTRICT COURT
E. DISTRICT OF MO.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED
AUG 31 1994

U. S. DISTRICT COURT
E. DISTRICT OF MO.

BILLY JOE TYLER, et al.,)
)
Plaintiffs,)
)
vs.)
)
UNITED STATES OF AMERICA,)
)
Plaintiff-Intervenor,)
)
vs.)
)
JAMES W. MURPHY, et al.,)
)
Defendants.)

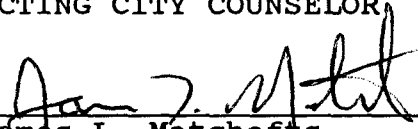
Cause No. 74-40-C (4)

MEMORANDUM

Comes now Defendant City of St. Louis ("City") and files herewith a fully executed copy of the "Agreement for Provision of Jail Services" entered into between the City and the Sheriff's Department of St. Clair County.

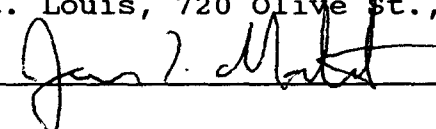
Respectfully submitted,

THOMAS J. RAY
ACTING CITY COUNSELOR


James L. Matchefts
Assistant City Counselor
Attorneys for Defendant
City of St. Louis
Room 314 City Hall
St. Louis, MO 63103
(314) 622-3361

CERTIFICATE OF SERVICE

Copy of the foregoing mailed this 31 day of August, 1994 to: Frank Susman, Attorney for Plaintiffs, 7711 Carondelet, St. Louis, MO 63105; Jerome Lawrenz, Chief U.S. Probation Officer, 200 U.S. Court & Custom House, 1114 Market St., St. Louis, MO 63101; Steve German, Eastern Region Board of Parole, 8525 Page, St. Louis, MO 63114; William Franz, Attorney for Defendant James Murphy, Sheriff of the City of St. Louis, 720 Olive St., St. Louis, MO 63101.



#13

AGREEMENT FOR PROVISION OF JAIL SERVICES

ARTICLE I - PURPOSE

This Agreement is made and entered into this 31 day of August, 1994, by and between THE CITY OF ST. LOUIS, MISSOURI ("City") and THE SHERIFF'S DEPARTMENT OF ST. CLAIR COUNTY, ILLINOIS ("Sheriff's Department"), for the purpose of effectuating and complying with certain Orders entered by The Honorable Clyde S. Cahill, United States District Judge, Eastern District of Missouri, in Tyler v. Murphy, Cause No. 74-40-C(4), which Orders require the immediate reduction of the prisoner population in the City's detention facilities, and further require the placement of certain prisoners in the St. Clair County's jail facilities.

Pursuant to those Court Orders, this Agreement is intended to establish a formal binding relationship between the Sheriff's Department and the City for the purpose of detaining prisoners in the charge of the City's Department of Public Safety in St. Clair County under the supervision of the Sheriff's Department.

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Sheriff's Department agrees to accept and provide for the secure custody, care and safekeeping of said prisoners in accordance with federal, state and local laws, standards, policies, procedures, or court orders applicable to the operations of St. Clair County's facilities.

2. The Sheriff's Department agrees to provide said prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facilities for emergency medical services. The City will be notified of any prisoners with health care needs of a non-emergency nature and such prisoners will be considered the responsibility of the City. Upon receiving notification from the Sheriff's Department that a City prisoner has a non-emergency health care need, City officials shall remove said prisoner from the County facilities as soon as possible. All costs associated with hospital or health care services provided outside the facilities will be paid directly by the City. If said costs are not so paid, for any reasons, the City agrees to indemnify the Sheriff's Department for the expenditure of monies for any such hospital or health care service.

3. The Sheriff's Department agrees to notify the City as soon as possible of all emergency cases requiring removal of a prisoner from the facilities and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The Sheriff's Department agrees to accept as City prisoners those persons committed by City law enforcement officers for violations of state law only upon presentation by the officer of proper law enforcement credentials.

2. The Sheriff's Department agrees to release City prisoners only to law enforcement officers of the City.

3. City prisoners may not be released from the County facilities or placed in the custody of any other state, federal or local officials for any reason except for medical or emergency situations.

ARTICLE IV - PERIOD OF PERFORMANCE AND BEDSPACE

1. This Agreement shall remain in effect indefinitely, or for that length of time where it is the City's interest and concern to seek supplemental housing from the Sheriff's Department and for that length of time which the Sheriff's Department has adequate bedspace to accommodate those interests and concerns. The Sheriff's Department shall determine in its sole discretion what the bedspace availability may be at any given time. Either party may terminate this Agreement with or without cause upon ten (10) days written notice to the other party.

Upon termination, or in the event of reduced bedspace, the Sheriff's Department reserves the right to request the City to remove some or all of its prisoners within a time period mutually agreed upon by the St. Clair County Sheriff, or his/her designate, and the City's Commissioner of Corrections, or his/her designate. In no instance, shall the period between the Sheriff's Department's request to remove prisoners and the removal of those prisoners by the City exceed 7 days.

ARTICLE V - PER-DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. The City shall reimburse the Sheriff's Department at the fixed rate of forty-five dollars (\$45.00) per prisoner, per prisoner day.

2. Any portion of any twenty-four (24) hour calendar day shall, for the purposes of this Agreement, constitute a prisoner day.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Sheriff's Department shall prepare and submit original and separate invoices each month to the City for certification and payment.

2. To constitute a proper monthly invoice, the name of each City prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed.

3. Payment under this Agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

ARTICLE VII - MODIFICATIONS

1. This Agreement may be modified at any time, without further consideration, upon written addendum executed by the Sheriff's Department and the City.

2. The parties to this Agreement agree that any dispute arising among the parties to this Agreement with respect to the terms of this Agreement, or with respect to either party's performance hereunder, if heard in a court of law, shall be heard in the Circuit Court of the 20th Judicial Circuit, State of Illinois, located in Belleville, Illinois.

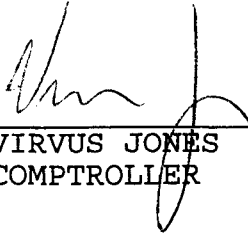
ARTICLE VIII - INSPECTION

The County Sheriff's Department agrees to allow periodic inspections of the facilities by City officials. Findings of the inspection will be shared with the facilities administrator in order to promote improvements to facilities operations, conditions of confinement and levels of service.


[Signatures on following page]

SIGNATURES:


CITY OF ST. LOUIS
BY:



VIRVUS JONES
COMPTROLLER



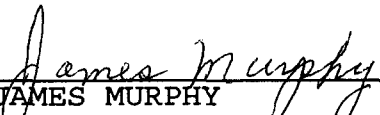
EDWARD TRIPP
DIRECTOR OF PUBLIC SAFETY



PHILLIP MCLAURIN
COMMISSIONER OF CORRECTIONS

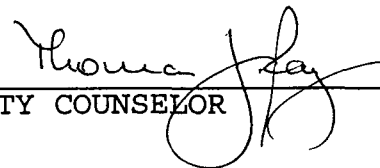


GLADYS GRAY
REGISTER



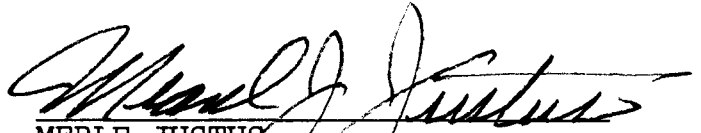
JAMES MURPHY
SHERIFF, CITY OF ST. LOUIS

Approved as to form only:



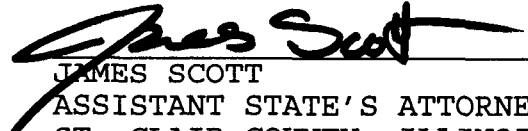
CITY COUNSELOR

SHERIFF'S DEPARTMENT OF
ST. CLAIR COUNTY
BY:



MERLE JUSTUS
SHERIFF, ST. CLAIR COUNTY

Approved as to form only:



JAMES SCOTT
ASSISTANT STATE'S ATTORNEY
ST. CLAIR COUNTY, ILLINOIS
CIVIL DIVISION

COMPTROLLER'S OFFICE

DOCUMENT # 19638