

IN THE CIRCUIT COURT OF GREENE COUNTY MISSOURI

City of Springfield, Mo v James Arnett et al

Case # 1531-CC00863

Date: July 28, 2017

MEMORANDUM

CIRCUIT CLERK
GREENE COUNTY, MO

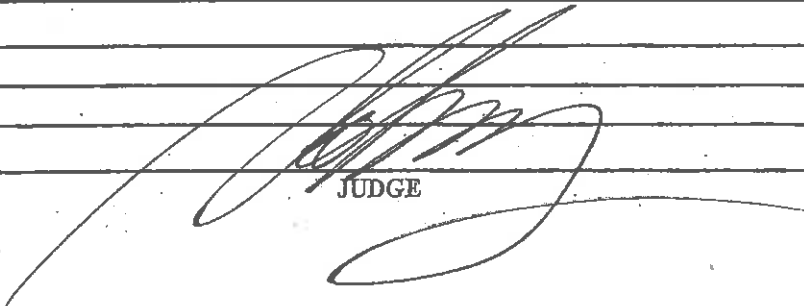
The parties appear by counsel for presentation of settlement. Statements of counsel heard and evidence presented.

The Court accepts the agreement of the parties as contained in the Order Approving Consent Decree and Exhibits A & B thereto.

The parties respective claims are dismissed with prejudice but the Court retains jurisdiction herein for enforcement of the decree as set forth in the order.

May remain in dispute for the space

SO ORDERED


JUDGE

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

FILED

CITY OF SPRINGFIELD, MISSOURI,)

Plaintiff,)

v.)

JAMES ARNOTT, in his official capacity)
as Sheriff of Greene County, Missouri,)

and)

ROBERT CIRTIN, LINCOLN HOUGH,)
and HAROLD BENGSCH, in their official)
capacity as Greene County Commissioners,)

Defendants.)

2017 JUL 28 P 1:00

CIRCUIT CLERK
GREENE COUNTY, MO

Case No. 1531-CC00863

ORDER APPROVING CONSENT DECREE

NOW ON THIS 28th day of July, 2017, the above-captioned matter comes to be heard before the undersigned Judge. The City of Springfield, Missouri ("City"), the Defendant James Arnott, in his official capacity as the Sheriff of Greene County, Missouri ("Sheriff"), and the Defendants Robert Cirtin, Lincoln Hough and Harold Bengsch, in their official capacities as Greene County Commissioners, ("County") having presented this Consent Decree for consideration by this Court, and this Court having reviewed such Consent Decree and being fully advised in the premises by counsel for the parties hereto, now enters its Order Approving Consent Decree as follows:

I. PARTIES

- A. This Court finds that the Mayor has authority to enter into this Consent Decree on behalf of the City of Springfield, Missouri, particularly for the purpose of enforcing the contractual mandates of the 1997 Interlocal Governmental Agreement (hereinafter "IGA")

or "Exhibit A") attached hereto as Exhibit A, as amended by the addendum to the IGA attached hereto as Exhibit B (hereinafter "Addendum" or "Exhibit B").

- B. This Court finds that Greene County Commissioners Robert Cirtin, Lincoln Hough and Harold Bengsch were duly elected in accordance with the provisions set forth in Chapter 49 of the Revised Statutes of Missouri, and are empowered in said capacity pursuant to Mo. Rev. Stat. §§ 49.010, 49.020 and 49.050 & 49.310 to represent Greene County, Missouri, to enter into this Consent Decree particularly for the purpose of enforcing the contractual mandates of the IGA as amended by the Addendum.
- C. This Court finds that James Arnott is the duly elected Sheriff of Greene County, Missouri, in accordance with the provisions set forth in Chapter 57 of the Revised Statutes of Missouri, and is empowered in that capacity pursuant to Mo. Rev. Stat. §§ 57.010 *et seq.* and §§ 221.020 *et seq.* to represent the office of Sheriff of Greene County, Missouri, and to enter into this Consent Decree particularly for the purpose of enforcing the contractual mandates of the IGA as amended by the Addendum.

II. INTRODUCTION

- A. The City has filed a four-count Petition against the County and the Sheriff. In Count I, the City seeks Declaratory Judgment regarding the enforceability of the IGA, and the parties' respective rights and obligations thereunder. In Count II, City seeks a preliminary and permanent injunction enjoining the County and Sheriff from unilaterally modifying the terms of the IGA, and requiring the Sheriff to perform his duties under IGA throughout the course of the above-captioned litigation. In Count III, City seeks specific performance of the IGA following this litigation by the Sheriff. In Count IV, City seeks to recover damages based upon the Defendant Sheriff's alleged failure to perform his duties under the IGA.

- B. The Sheriff filed an Answer denying he is a party to the IGA and that the IGA violates Missouri law as it relates to the Sheriff's duties and authority to operate the jail. The Sheriff filed a Counterclaim against the City seeking an award of damages from the City based upon claims for breach of contract and violation of statute.
- C. All parties have agreed to resolve this case by amending the terms of the IGA pursuant to the terms of the Addendum marked as Exhibit B, and by entering into this Consent Decree, which requires all parties, without coercion and without admitting liability, to agree to and abide by the mandates contained in the Addendum, or as contained herein. The Addendum controls the handling and payment for housing of City prisoners, whether within the Justice Center or another facility contracted by the City to house its municipal prisoners, from this date forward for the term of the Agreement and Addendum.

III. GENERAL PROVISIONS

- A. The parties recognize the Sheriff has agreed to a continuing, contractual obligation to transport or accept/hold a limited number of the City's municipal prisoners at the jail located at 1000 N. Boonville Street, Springfield, Missouri, (Justice Center), or at another City contracted safe and secure jail facility, in accordance with the terms of the IGA as amended by the Addendum.
- B. The parties recognize that the City has a continuing, contractual obligation to pay to the County those sums required, if any, under the IGA as amended by the Addendum in order for the Sheriff to be obligated to transport or accept/hold the City's municipal prisoners at the Justice Center or other facility.
- C. The parties further recognize that the County is required, at all times, pursuant to Missouri law, to fund the Sheriff's budget to allow him to fulfill his/her obligations under this

agreement and the Sheriff is authorized by Missouri law, at all times, to have the custody, rule, keeping and charge of the jail within his county, and to discharge the duties of his offices, in accordance with state and federal law. The parties mutually agree that no conflict exists, statutory or otherwise, that would prohibit any of the parties from (i) fully performing the contractual obligations set forth in Exhibits A & B, or (ii) operating the Justice Center and/or discharging the duties of their respective offices, in accordance with state and federal law.

- D. Nothing in this Consent Decree, expressed or implied, is intended to confer upon any person, other than the parties to this case and/or their elected successors in interest, any rights under or by reason of this Consent Decree or the IGA as amended by the Addendum.
- E. The right to seek enforcement of this Consent Decree or the IGA as amended by the Addendum is vested exclusively in the parties hereto and/or the successors to their respective elected offices.
- F. The terms of this Consent Decree are the product of the parties' negotiations. They are not intended to serve as precedent in any other proceedings or to establish legal standards.
- G. The parties to this Consent Decree have read and understand the nature, terms and contents of this Consent Decree and agree to be bound by all provisions herein.
- H. The parties shall have the right to pursue an enforcement proceeding for alleged non-compliance with this Consent Decree.

IV. EFFECT OF DECREE

This Consent Decree and the Addendum executed by the parties fully resolves all issues in the above-captioned case as set forth in the City's First Amended Petition and the Sheriff's Counterclaim. The City's Amended Petition and the Sheriff's Counterclaim are dismissed with

prejudice. No party hereto shall be required to pay to any other party any sum as damages in order to resolve the claims asserted in the City's First Amended Petition or the Sheriff's Counterclaim, and each party shall be required to bear their own costs of this litigation.

V. ORDERED RELIEF

- A. The current parties and their successors in interest to their respective elected offices, acting alone or in concert with one another, or by or through any agent, servant, employee, are hereby (a) Ordered to faithfully comply with all of the terms of the IGA as amended by the Addendum; and (b) permanently be enjoined from unilaterally changing the terms of the IGA as amended by the Addendum.
- B. By the consent of the parties hereto, this Court shall retain jurisdiction of this Consent Decree and its terms for the purpose of enabling any party to this Consent Decree to seek enforcement of the provisions herein and/or appropriate sanctions, including but not limited to actual damages and Orders of Civil Contempt, against any party or parties who willfully violate this Consent Decree. All issues regarding the nature and extent of any alleged violation after due notice and ten (10) days to cure and/or the damages caused to any party thereby shall be determined solely by the Court following an evidentiary hearing.
- C. If any provision or provisions of this Consent Decree is or are declared invalid by a court of competent jurisdiction, the remainder of this Consent Decree shall remain in full force and effect and shall not be affected by such declaration. In the event that state or federal laws or regulations are held by any court of competent jurisdiction with venue in Greene County to control over the terms of this Decree, or are enacted or promulgated following the entry of this Consent Decree, which have the effect of contradicting or supplanting the terms of this Consent Decree or the IGA as amended by the Addendum, then those laws or

regulations shall control as to those terms only without further action by this Court or the parties hereto.

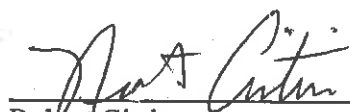
VI. AUTHORIZATION

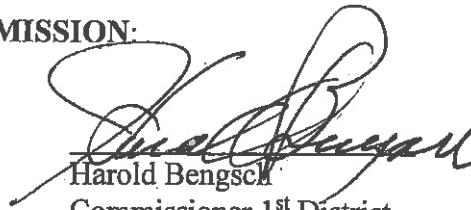
Each party warrants and represents that it is fully authorized and empowered to enter into this Consent Decree and that the persons executing this Consent Decree on behalf of: (a) The City of Springfield, Missouri, (b) Greene County, Missouri, and (c) the Sheriff of Greene County, Missouri, are the duly elected and authorized officials, agents, servants or employees who they purport to be, and are fully authorized and empowered under Missouri law to execute this Consent Decree on behalf of each such party hereto, and to bind each said party forever to the terms hereof.

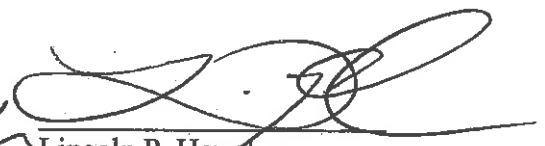
CITY OF SPRINGFIELD


Ken McClure, Mayor

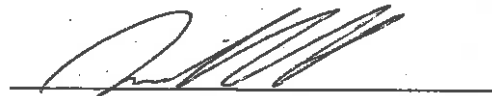
GREENE COUNTY COMMISSION:


Robert Cirtin
Presiding Commissioner


Harold Bengsch
Commissioner 1st District


Lincoln P. Hough
Commissioner 2nd District

GREENE COUNTY SHERIFF


James Arnott, Greene County Sheriff

IT IS SO ORDERED.

Date: 7-28-17

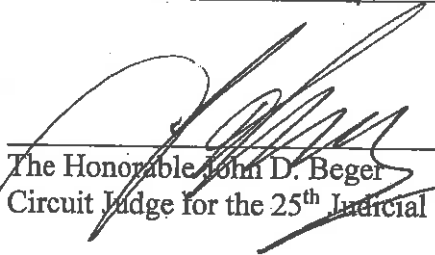

The Honorable John D. Beger
Circuit Judge for the 25th Judicial Circuit

Exhibit A.

Consent Decree of 7/28/17
1531-CC80863

97-410

**INTERLOCAL GOVERNMENTAL AGREEMENT
LAW ENFORCEMENT INITIATIVE**

2017 JUL 28 P 1:00

CIRCUIT CLERK
GREENE COUNTY, MO

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.

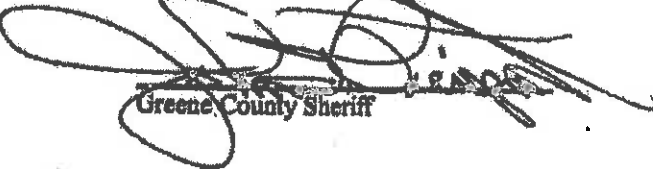
GREENE COUNTY, MISSOURI

By: 

President Commissioner


Commissioner District 1


Commissioner District 2


Greene County Sheriff

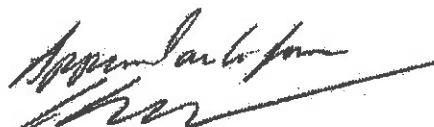
ATTEST:


Greene County Clerk

CITY OF SPRINGFIELD, MISSOURI

By: 

City Manager



ATTEST:


City Clerk

CONTRACT NO. 97-410

May 28, 1997

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.

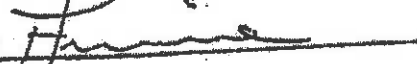
We believe a cooperatively operated radio system, including emergency 911 services, can best be provided in an effective, efficient and economic manner by the establishment of a trunked radio system owned, operated, and maintained by City Utilities. Each agency shall be responsible for the purchase and 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: 

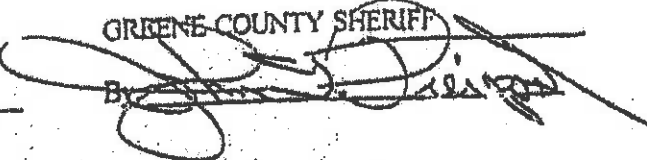
GREENE COUNTY COMMISSION

By: 

BOARD OF PUBLIC UTILITIES

By: 

GREENE COUNTY SHERIFF

By: 

ADDENDUM

FILED

WHEREAS, an Interlocal Governmental Agreement Law Enforcement Initiative dated July 18, 1997 ("Agreement") was entered into by Greene County, Missouri, (referred to as "County Commission" or "County"), the City of Springfield ("City"), and the then Greene County Sheriff, John Pierpont. Sheriff James Arnott, ("Sheriff") is currently the duly elected Greene County Sheriff and is a party to this Addendum; and

WHEREAS, this Addendum is entered into by the parties under the power and authority provided to them pursuant to Missouri law; and

WHEREAS, the parties wish to cooperate in revising the terms of the Agreement; and

WHEREAS, the City filed a lawsuit against the County Commission and Sheriff related to the Agreement, Greene County Case No. 1531-CC00863 ("Lawsuit"); and

WHEREAS, the Sheriff filed a counter claim against the City in the Lawsuit also related to the Agreement; and

WHEREAS, the County seeks to present a County general revenue sales tax proposal to voters as soon as the election to be held on November 7, 2017 or thereafter; and

WHEREAS, the County and City agree there is mutual benefit to passage of a new county sales tax ("New Tax"); and

WHEREAS, the parties agree that certain terms of this Addendum to the Agreement shall apply irrespective of whether a New Tax is successfully passed on November 7, 2017 or thereafter; and

WHEREAS, the parties seek to modify the terms of the Agreement as set forth herein.

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

1. Terms as used in this Addendum are defined as follows:

- a. "Justice Center" is the jail facility which has been referred to as the Greene County Justice Center, the Greene County Jail, the jail, jail, and the Consolidated County Municipal Justice Center and is located at 1000 North Boonville Avenue, Springfield, Missouri, but also includes any new jail facility or additions constructed, or otherwise utilized by Greene County during the term of this Agreement.
- b. "Municipal Prisoners" shall be defined in this Agreement as an inmate charged only with a Springfield ordinance violation(s), or serving a jail sentence for violating a Springfield ordinance(s) without also having a corresponding or distinct state or federal charge or conviction that could otherwise serve as a basis for the inmate being housed in the Justice Center or other jail facility.

- c. **"Municipal Prisoner Minimum"** is a minimum of thirty-five (35) Municipal Prisoners the Sheriff agrees to receive into his custody and be responsible for, while held within the Justice Center or being transported to or from a contracted safe and secure facility if the Justice Center has reached its maximum occupancy, and who have been Fully Processed.
 - d. **"Municipal Prisoner Maximum"** is a maximum of forty-eight (48) Municipal Prisoners the Sheriff agrees to receive into his custody to house and be responsible for no later than 36 months after the New Tax is passed.
 - e. **"Contracted safe and secure facility"** is a facility with which the City of Springfield has a contract for placement of prisoners, is in Missouri, and is also located within 120 miles of the Justice Center.
 - f. **"Fully Processed"** means a Municipal Prisoner that: (1) has been transported or is enroute to a contracted safe and secure facility or is housed in the Justice Center; and (2) has been photographed and fingerprinted; and (3) has not demonstrated or stated an ability to post bond; and (4) for whom all other actions are taken consistent with admission of and housing of a Municipal Prisoner as would be taken with respect to a prisoner charged and fully processed with a federal and/or state (and no municipal) charge(s).
 - g. **"Booking"** or **"booked"** means a prisoner whose property, and personal and medical information has been taken by booking staff and whom is finger printed and photographed.
 - h. **"Booking Limitation"** means that the City shall not deliver more than thirty-five (35) new Municipal Prisoners to the Justice Center to be Fully Processed in a single calendar day. However, the Booking Limitation shall not apply to Municipal Prisoners delivered to the Justice Center by anyone other than the City's Police Department.
2. Paragraph 4 of the Agreement is hereby deleted and replaced with the following language:
- (4) The parties agree as follows:
- 1. The Sheriff agrees that:
 - A. If presented Municipal Prisoners by the City, the Sheriff shall, pursuant to the terms of this Addendum, house, or transport at least the Municipal Prisoner Minimum to a contracted safe and secure facility pursuant to this Addendum.
 - B. The Sheriff shall accept custody of all Municipal Prisoners in accordance with Policies and Procedures reasonably established by the Sheriff. However, in no event, shall any Policy, Procedure, or other agreement restrict specifically, or affect, the number of Municipal Prisoners housed in either the Justice Center, or within a contracted safe and secure jail facility pursuant to the terms of this Addendum or interfere with the guaranteed handling of Municipal Prisoners as described in this Agreement.

- C. The Sheriff shall not be obligated to house Municipal Prisoners in the Justice Center until 36 months after a New Tax is passed.
- D. Throughout the term of this Agreement a screening process shall be available to Municipal Prisoners and conducted at the Justice Center in accordance with Exhibit A (Inmate Admission Procedures 4.1.1), or pursuant to a revised admission policy reasonably changed by the Sheriff from time to time only to address changes to, and in a manner narrowly tailored to comply with, specific accreditation requirements, state or federal law changes, a court order, or that are required in the reasonable opinion of a medical professional. Parties agree that the terms of Section 3 of Exhibit A, or any similar language relocated within the Inmate Admission Procedures 4.1.1, do not apply to this Agreement as amended. Medical services provided by the third-party provider shall be determined by that provider. Notwithstanding the foregoing, in no event shall Municipal Prisoners be screened in a manner more restrictive than the Sheriff's screening process for prisoners charged with state or federal law violations.
- E. Throughout the term of this Agreement, the City shall be allowed to utilize video arraignments in the Justice Center for any prisoner charged with a municipal violation, if said inmates are assigned housing in the Justice Center.
- F. In no event shall Municipal Prisoners be Fully Processed in a manner more expedited or inconsistent with processing performed on prisoners charged with only federal or state offenses. Notwithstanding anything contained herein, Booking alone of a Municipal Prisoner shall not constitute a Municipal Prisoner being Fully Processed.
- G. Notwithstanding anything contained herein, any Municipal Prisoner housed at a jail facility other than the Justice Center shall be safely returned by the Sheriff to the Justice Center upon being released from his/her custody at no cost to the City, unless such transportation is provided by the contracted safe and secure facility (e.g. Exhibit B, Vernon County contract).
- H. That should a prisoner in the custody of the Sheriff be eligible for release on all state and federal charges and subsequently be held only on Springfield ordinance violation charges, the Sheriff's staff will run a "Jake's Law" check, or comparable check if "Jake's Law" reviews are no longer available during the term of this Addendum, and if only a Springfield ordinance violation and no state or federal charge is pending, Sheriff's Office staff will immediately notify the City's Chief of Police (or his designee) via Missouri Uniform Law Enforcement System (MULES), and the reply and response will follow MULES rules and standards. This will allow the City to secure the prisoner's release or relocate any such prisoners to a contracted safe and secure facility.
- I. Notwithstanding anything contained herein, including the Booking Limitation, the Sheriff agrees that in the event of civil disobedience or a significant and unexpected immediate need to temporarily house Municipal Prisoners in excess of the Municipal Prisoner Minimum of thirty-five (35) inmates, the City and Sheriff shall work together in good

faith to accommodate any such temporary need for housing of Municipal Prisoners in excess of the Municipal Prisoner Minimum.

- J. From and after the date of this Addendum, the City shall be allowed by the Sheriff to serve municipal warrants on individuals housed in the Justice Center in accordance with this Addendum, regardless of whether such persons are Municipal Prisoners as defined herein, if the City has court orders from all courts with jurisdiction over the inmate allowing the City to legally contact the inmate. Upon request of the City, the Sheriff shall communicate to the City which courts have known jurisdiction over an inmate.
- K. Upon voter approval of a New Tax after the date of this Addendum, and no later than 36 months following the date of voter approval, Sheriff guarantees 48 bed capacity, the Municipal Prisoner Maximum, for City of Springfield municipal inmates to be housed in the Justice Center, at no additional cost to the City other than the amounts described in Paragraph (4) 3.E, which shall constitute the City's entire financial contribution.
- L. The Sheriff will work together with the other parties toward a common solution to address long term needs of the criminal justice system, including, but not limited to future jail expansion.
- M. The Sheriff agrees to fulfill all his obligations pursuant to this Agreement as modified by this Addendum.

2. The County Commission agrees to the following:

- A. The County Commission agrees the Sheriff's budget amount approved by the County Commission shall be adequate for the Sheriff to fulfill his/her obligations to the City under this Agreement in accordance with Missouri Law.
- B. Upon voter approval of a New Tax, the County Commission will allocate funding to:
 - 1) construct increased jail capacity; and
 - 2) provide proper staffing for jail operations.
- C. The County Commission will work together with the other parties toward a common solution to address long term needs of the criminal justice system, including, but not limited to future jail expansion.
- D. The County Commission agrees to fulfill all its obligations pursuant to this Agreement, as modified by this Addendum.

3. The City agrees to the following:

- A. The City agrees that City officers transporting a detainee to the Justice Center shall notify the Sheriff Office booking officer of any known 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.

- B. The City agrees that the cost of medical services for any Municipal Prisoners for services not provided prior to July 16, 1997 in the Justice Center by jail medical staff will be the responsibility of the City.
- C. The City agrees to monitor the number of inmates being transported to the Greene County Justice Center and work to ensure that the Booking Limitation is not exceeded. Any inmates in excess of the Booking Limitation will be transported to a contracted safe and secure facility by the City.
- D. The City agrees that when the New Tax is passed, and no later than 36 months after that date, if the Municipal Prisoner Maximum is reached, the City will transport any additional inmates to a contracted safe and secure facility.
- E. Upon approval specifically authorizing use of a portion of City of Springfield level property tax AND voter approval of the New Tax, the City commits to provide \$2 million toward construction of additional jail capacity in the Justice Center through an annual payment of \$200,000 for a period of 10 years.
- F. The City will work together with the other parties toward a common solution to address long term needs of the criminal justice system, including, but not limited to future jail expansion.
- G. The City agrees to fulfill all its obligations pursuant to this Agreement, as modified by this Addendum.

3. A new paragraph 10 shall be added to the Agreement as follows:

10. The City and County Commission agree to work together in good faith to develop community-wide priorities for, and distribution of, any New Tax revenue. In addition to expansion of the Justice Center the City and County Commission agree to work together in good faith to address certain community wide priorities such as mental and behavioral health, substance dependency/abuse and associated family violence. The City and County Commission shall meet and confer in a cooperative manner in the development of community priorities for the distribution of revenue from the New Tax, including expansion of the Justice Center ("Community Priorities"). Provided the City and County are able to agree on the Community Priorities on or before September 30, 2017, in a written document memorializing said agreement signed by an authorized representative of the City and County, City shall bring forward for consideration a resolution in support of the Community Priorities in October, 2017. City shall not be entitled to receive funds from the New Tax, or enjoy the benefit of this Agreement subsequent to the term of this Agreement, as modified by this Addendum. Should this Agreement be extended beyond the term expressed in Paragraph 11, the responsibilities and benefits of the parties described in this Addendum shall continue during the extended term. Notwithstanding the foregoing, if the Agreement expires on December 31, 2037, and is not

otherwise extended by all parties, subject to the limitations in Paragraph 11 below, the proceeds from the Law Enforcement Sales Tax approved by voters on November 4, 1997, shall be paid into escrow until or unless a replacement agreement specifying their use is executed by the City, County and Sheriff.

4. A new Paragraph 11 shall be added to the Agreement as follows:

11. This Agreement shall expire on December 31, 2037, unless extended by the mutual written agreement of all parties to this Agreement ("Expiration Date"). No later than two (2) years prior to December 31, 2027, and December 31, 2032, ("Reconsideration Dates"), the parties shall discuss the Agreement in good faith and attempt to negotiate any revisions to the Agreement that are necessary to avoid any subsequent unforeseen development that constitutes a material, and undue hardship pursuant to this Agreement as modified by this Addendum ("Good Faith Reconsideration"). If a Good Faith Reconsideration does not result in a revised Agreement signed by all parties on or before one year and six (6) months prior to the applicable Reconsideration Date, the parties agree to employment of a mutually-agreed upon mediator to facilitate discussions related to evaluation of the Agreement ("Mediation"), at a cost shared equally by the County and the City. If the parties are unable to reach an agreement to extend this Agreement on or before one year prior to the Expiration Date, the County shall, beginning on January 1, 2037, and thereafter pay all revenue received from the Law Enforcement Sales Tax approved by voters on November 4, 1997, that is to be distributed to the City and the County, exclusive of the funds to be distributed to the other County municipalities, pursuant to the formula established in the Agreement, into a third party escrow account and shall not draw upon any such proceeds until the parties mutually extend the term of this Agreement by execution of a written extension agreement signed by all parties hereto.

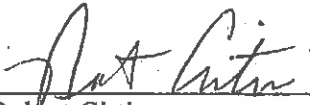
5. A new Paragraph 12 shall be added to the Agreement as follows:

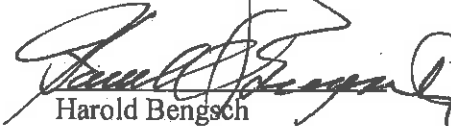
12. Relating to the pending Lawsuit, the parties mutually have presented to the Court a request for entry of a Court-ordered Consent Decree, which affirms the validity of the Agreement and this Addendum ("Consent Decree"). The parties have requested the Court, as part of the Consent Decree, to dismiss their pending damage claims, with prejudice, and agree to be bound by the terms of the Agreement, as modified by this Addendum, from and after the date this Addendum is fully executed. If the Court does not enter a Consent Decree approving the Agreement and this Addendum and dismissing claims as described in this paragraph 12, this Addendum shall be rendered, void and of no force and effect.

6. A new Paragraph 13 shall be added to the Agreement as follows:

13. In the event that either the New Tax does not pass or level property tax funds are not authorized by Council to be used for the purpose identified in Paragraph (4) 3.E. of this Addendum (and the City is unable to pay from an alternative source), then all pre-New Tax obligations by the parties pursuant to this Agreement, as modified by this Addendum, remain in full force and effect.

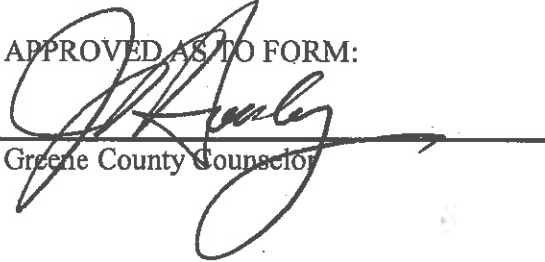
GREENE COUNTY COMMISSION:


Robert Cirtin
Presiding Commissioner


Harold Bengsch
Commissioner 1st District


Lincoln P. Hough
Commissioner 2nd District

APPROVED AS TO FORM:


Greene County Counselor

AUDITOR CERTIFICATION:

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 anticipated revenue appropriated for payment of same.

 7/25/17
Cindy Stein, Greene County Auditor

GREENE COUNTY SHERIFF


James Arnott, Greene County Sheriff

APPROVED AS TO FORM:


Greene County Sheriff's Counselor

CITY OF SPRINGFIELD



Ken McClure, Mayor

ATTEST:



Anita Cotter, City Clerk

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 there is an unencumbered balance of appropriate and available funds to pay therefore.



David Holtmann, Director of Finance

APPROVED AS TO FORM:



City Attorney

Exhibit A
Prisoner Screening Policy

Greene County Sheriff's Office
Revision Date: 12/01/16
Subject: Inmate Admission Procedures

Policy Number: 4.1.1
Effective Date: 12/01/16
Page 1 of 4

A. POLICY: It is the policy of the jail division of the Greene County Sheriff's Office pursuant to §221.270, §221.040; §479.180 RSMo and Missouri Law to admit and process inmates in a way that ensures the legality of their commitment, that the conditions of confinement to which they are assigned are appropriate, and that the jail's security is maintained.

B. PURPOSE: To describe the policies and procedures that will be used to admit inmates to the jail.

C. REFERENCES: American Correctional Standards Association: 4-ALDF-2A-19, 4-ALDF-2A-20, 4-ALDF-2A-21, 4-ALDF-2A-22, 4-ALDF-2A-23, 4-ALDF-2A-25, 4-ALDF-2A-26, 4-ALDF-2A-27, 4-ALDF-6A-05, 4-ALDF-7D-19, RSMO 479.180, RSMO 221.040

D. PROCEDURE: As allowed by Missouri Revised Statutes:

1. Federal Inmates: §221.270 RSMo states: "It shall be the duty of the keeper of the jail in every county within this state to receive into his custody any prisoner or prisoners who may be from time to time committed to his charge, under authority of the United States, and to safely keep every such prisoner or prisoners, according to the warrant or receipt of such commitment, until he or they shall be discharged by due course of law of the United States."

It is the policy of the Greene County Sheriff to comply with the mandatory language of §221.270 RSMo and to receive into the Greene County Jail prisoners committed under authority of the United States and to maintain such prisoners in accordance with any current written agreements pertaining to federal inmates to allow for the payment and safe keeping of such prisoners as required by §221.270 RSMo.

2. State Inmates: §221.040 RSMo states: "1. It shall be the duty of the sheriff and jailer to receive, from constables and other officers, all persons who shall be apprehended by such constable or other officers, for offenses against this state, or who shall be committed to such jail by any competent author; and if any sheriff or jailer shall refuse to receive any such person or persons, he or she shall be adjudged guilty of a misdemeanor, and on conviction shall be fined in the discretion of the court."

It is the policy of the Greene County Sheriff to comply with the mandatory language of §221.040 RSMo and to receive all persons as prisoners who shall be committed by officers for offenses against this state.

3. Municipal Inmates: §479.180 RSMo, states: "If a municipality has no suitable and safe place of confinement, the defendant may be committed to the county jail by the judge, and it shall be the duty of the sheriff, if space for the prisoner is available in the county jail, upon receipt of a warrant of commitment from the judge to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as

may now or hereafter be allowed by law to such sheriff for the keeping of other prisoners in his custody".

It is the policy of the Greene County Sheriff to comply with statute §479.180 and to receive and safely keep municipal prisoners when space for the prisoner is available. Municipalities will pay to the Greene County Sheriff's Office the sum of (\$56.33) per day per prisoner housed in the Greene County Jail, unless otherwise agreed, said amount to commence accruing on the first day of the prisoner's stay. If the Municipality inmate is housed out of the facility a sum of (\$86.70) per day per prisoner, said amount to commence accruing on the first day of the prisoner's stay at the out of house facility. The Municipality will be billed for the prior months charges between the first (1st) and tenth (10th) of each month and payment from the Municipality to the Greene County Sheriff shall be made within thirty (30) days of remittance of the housing invoice. Municipalities will also pay the hospital costs for medical, psychiatric, and dental treatment for its prisoners. The Greene County Sheriff's Office reserves the right to refuse any prisoner, pursuant to §221.040, RSMo, who is unconscious, suffering from serious illness, suffering from serious injury or seriously impaired by alcohol, a controlled substance as defined in §195.017, a drug other than a controlled substance, or a combination of alcohol, a controlled substance, or drug.

E. INITIAL PROCESSING:

The Greene County jail's booking or intake area will be staffed twenty-four hours a day and have the following facilities available:

- * A sally port entrance that ensures the areas integrity
- * Secure holding cells for inmates being processed, with adequate seating to accommodate the capacity of the areas
- * Drinking water reasonably available in the area
- * Shower, wash, and toilet facilities for all categories of inmates
- * Secure storage for inmate property retained in the institution but not permitted in the housing units
- * Telephones for use by inmates to make legal calls in the initial confinement period
- * Computer terminals for staff to enter information in the Greene County jail and other automated data systems to check for "wants and warrants" on each individual booked.
- * Space designated for contact with a bail bondsman for those inmates for are eligible for bond.

When an agency arrests a subject and he/she arrives in the vehicle sally port or intake area, that subject is the property of the arresting officer and agency, this includes cases involving the transport of combative subjects. The controlling authority is the arresting officer or transporting officer of the arresting agency, not Greene County. The

arresting officers and agencies are trained to handle combative subjects who refuse commands. The arresting officer will use his authority of arrest to take command presence over any combative subject. Assistance with any combative subjects in the vehicle sally port or intake area will only be provided to assure that control of the subject is never lost, but if assistance is requested by the arresting officer due to problems with a combative subject, assistance will be provided in the event that Greene County jail staff is available. Once the subject is processed by the arresting officer and he/ she enters the facility from the intake area to the booking area, the authority is transferred from the arresting agency to the Greene County Sheriff's Office, and the inmate is under Greene County authority. We will not allow a situation with a subject to get out of control or endanger the safety of any arresting Officer. The arresting agency is the controlling authority and Greene County staff will assist, but arresting agency remains the controlling authority over the combative subject prior to booking.

- a) Before admitting a committing agent to the admissions area, all of his or her firearms and ammunition will be locked in vehicles or otherwise deposited safely outside the secure area of the jail. All vehicles will be locked. The master control officer will properly identify the committing agent before admitting him or her to the admission area.
- b) When the committing agent completes the necessary paperwork, the inmate will be sent through the booking sliders. A booking officer will conduct a preliminary (pat) search of each new inmate to make an immediate determination that no weapons or gross contraband are introduced into the holding area.
- c) The committing agent delivering the inmate must present a certified court order, arrest warrant, parole or probation revocation warrant, judgment and commitment order, or equivalent document authorizing the inmate's commitment. The booking officer will review the commitment papers to ensure the papers are certified or otherwise verified as legal, valid, and accurate. If inaccuracies exist, the inmate will not be accepted and the committing agency or court will be contacted immediately.
- d) The committing agent delivering the inmate must provide the booking officer with the arresting officer's report in the form acceptable to the jail which documents pertinent information about the inmate, including but not limited to, any physical or mental status which may require special attention or precautions. If at any time during the intake/ booking process, the inmate begins to display any medical or mental health problems, the arresting agency will return to the jail and transport the inmate to the hospital for medical treatment and clearance pursuant to §221.040, RSMo
- e) The booking officer will sign any applicable detainer forms or receipts and return a copy to the transporting officer, retaining the original for jail records.

Greene County Sheriff's Office
Revision Date: 12/01/16
Subject: Inmate Admission Procedures

Policy Number: 4.1.1
Effective Date: 12/01/16
Page 4 of 4

APPROVAL SIGNATURE:

Sheriff: Jim Arnott Date: 12-01-16

**INTERGOVERNMENTAL AGREEMENT
REGARDING
HOUSING OF SPRINGFIELD CITY INMATES**

The City of Springfield, Missouri, (hereinafter City) and its Police Chief, Paul F Williams, (hereinafter Chief Williams) and the County of Vernon, Missouri, (hereinafter County) and its Sheriff, Jason Mosher, (hereinafter Sheriff Mosher) each of them being a body politic and corporate, do hereby enter into this Intergovernmental Agreement pursuant to Section 70.220, RSMo., the purpose of which is to set forth the understanding between the City and County, and their agency heads regarding housing of inmates under the direction of Chief Williams, in the Vernon County Jail Facility under the direction and control of Sheriff Mosher, and the agreements concerning housing of those inmates

WHEREAS, Chief Williams, has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, Sheriff Mosher has the jail capacity and ability to provide a safe and secure environment for additional inmates, and

WHEREAS, Chief Williams has agreed that Sheriff Mosher has the capacity and ability to oversee inmates to be housed at the Vernon County Jail Facility;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. City agrees to pay County Forty-five Dollars (\$45.00) per day, per Inmate, for inmates selected for housing in the Vernon County Jail Facility.
3. County agrees to be responsible for basic medical expenses and healthcare needs of City inmates.
4. City agrees to be responsible for all special medical expenses for the City's inmates housed at the Vernon County Jail Facility. A Vernon County Jail representative shall seek approval from Chief Williams, or his designated representative, prior to incurring any special medical expenses unless it is an emergency medical situation and in that instance, County is authorized to obtain immediate medical aid. Special medical expenses include: a condition that would require out of the facility care; obtaining "out of house" medical supplies or prescriptions; and labor required to transfer, guard or obtain supplies or prescriptions.
5. County agrees to be responsible for inmate security and room and board.
6. County agrees to provide one round trip per day, Monday-Friday (up to ten passengers) for a total of five (5) transports per week from Vernon County, Missouri, to the City of Springfield, Missouri, for the purpose of movement of City's inmates.

7. County agrees to provide video arraignment for City's inmates housed in the Vernon County Jail Facility.
8. County shall indemnify defend and hold harmless the City 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 County, or its officers, agents or employees, in the performance of its obligations under this Agreement or in confining persons who have been presented by the City to and accepted by County for confinement in the Vernon County Jail Facility while said persons are in the jail or in the custody of County outside of the jail.
9. Without limiting any other obligations under this agreement, County 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 the City against all risks of loss and liability which may arise out of the performance of this agreement, including but not limited to violations of inmates civil rights under the United States Constitution, the Missouri Constitution, federal or state statutes, or Missouri common law. The form and limits of such insurance are subject to approval by the City.
10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the City's or County's rights or defenses with regard to each entities applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.
11. This Agreement may be terminated at any time by either party with written notice providing sufficient notice to allow the safe transfer of inmates.

County of Vernon

By Joe Hardin
Joe Hardin, Presiding Vernon Co.
Commissioner

By Neal Gerster
Neal Gerster Vernon Co.
Northern Commissioner

By Everett Wolfe
Everett Wolfe Vernon Co.
Southern Commissioner

By Sheriff Jason Mosher
Sheriff Jason Mosher

Housing of Springfield City Inmates Agreement

City of Springfield

By [Signature]
City Manager or Deputy/Assistant Manager

By _____

By _____

By _____

ATTEST: I, Anita J. Cotter, the Clerk of the City of Springfield hereby attests that the above agreement was executed by the authorized City of Springfield Officials, pursuant to City of Springfield regulations for the passage of a motion regarding the housing of the City's inmates.

Anita J. Cotter
City Clerk

ATTEST: I, Mike Buehler, the Clerk of the Vernon County Commission hereby attests that the above agreement was executed by the Vernon County Presiding Commissioner, Joe Hardin pursuant to a duly passed motion of the County approving the agreement.

[Signature]
County Clerk, Mike Buehler

Approved as to form:

And R. C.
City Attorney or Assistant

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.

[Signature]
Director of Finance or Acting Director