

Court determines the following material facts are deemed to exist without substantial controversy:

**Parties' Stipulation of Facts**

1. The City of Springfield, Missouri (hereinafter referred to as the "City"), is a municipal corporation and a home rule charter city organized under the provisions of the Constitution of the State of Missouri and in accordance with the charter adopted by the people of Springfield, Missouri, at a special election March 17, 1953.

2. Sheriff James Arnott (hereinafter referred to as "Sheriff Arnott") was elected Sheriff of Greene County, Missouri on November 4, 2008, and began working in his official capacity January 1, 2009.

3. Robert Cirtin, Roseann Bentley and Harold Bengsch (hereinafter referred to collectively as the "Current Commissioners") are the current duly elected County Commissioners of Greene County, Missouri.

4. As early as 1995, a "Request for Proposal" was drafted whereby Greene County and the City were interested in obtaining a proposal for a study to determine the feasibility of constructing a joint law enforcement facility. A true and accurate copy of the "Request for Proposal" is attached hereto marked Exhibit "1", and incorporated herein by this reference.

5. As of 1995, the Greene County Jail had a 215 bed jail.

6. As of 1995 the City of Springfield Detention Center had space for 26 prisoners (6 two man cells and a drunk tank).

7. Both jails had reached their maximum capacity several times in 1995.

8. The City of Springfield was contracting additional jail accommodation at the Greene County Jail in 1995.

9. On or about November 8, 1995, the City entered into a year-long contract (said contracts hereinafter referred to generally as “Annual Jail Space Contract”) with the Sheriff of Greene County and the Greene County Commissioners. A true and accurate copy of the “1995 Annual Jail Space Contract” is attached hereto marked Exhibit “2”, and incorporated herein by this reference.

10. In early 1996, the City and the Commission supported amending § 70.220 to enable the City and Greene County to reach a binding agreement with one another regarding the use of law enforcement tax funds.

11. On or about May 8, 1996, S.B. 945 was approved, amending Mo. Rev. Stat. § 70.220, which became effective 90 days after adjournment of the Missouri legislature.

12. On August 16, 1996, the Annual Jail Space Contract attached hereto marked Exhibit “3”, and incorporated herein by this reference, was executed.

13. Throughout 1996 and into 1997, the County and the City held open public meetings to discuss common needs of the County and the municipalities regarding law enforcement.

14. The attached “Interlocal Governmental Agreement Law Enforcement Initiative” (hereinafter “Springfield-Greene County IGA”), is attached hereto marked Exhibit “4”, and incorporated herein by this reference.

15. The attached Interlocal Governmental Agreement Law Enforcement Initiatives attached hereto marked individually as Exhibits “5” through “11”, and incorporated herein by this reference were executed respectively between:

- a. Ash Grove and Greene County;
- b. Battlefield and Greene County;

- c. Fair Grove and Greene County;
- d. Republic and Greene County;
- e. Strafford and Greene County;
- f. Walnut Grove and Greene County; and
- g. Willard and Greene County.

16. The Annual Jail Space Contracts were executed by the Sheriff and the Greene County Commissioners. True and accurate copies of the Annual Jail Space Contracts are attached hereto marked Exhibits “12” through “16”, and incorporated herein by this reference.

17. Greene County’s voters passed the sales tax on November 4, 1997.

18. The Greene County Commission has annually distributed the revenue generated by the ¼ cent Law Enforcement Sales Tax approved by the voters on November 4, 1997 to the City of Springfield and each of the other municipalities in Greene County pursuant to the formula set forth in paragraph 6 of the respective Interlocal Governmental Agreement Law Enforcement Initiatives between Greene County and said municipalities, marked Exhibits 4 through 11.

19. In September 2000, Commissioner Coonrod entered into an Intergovernmental Services Agreement with the United States Marshalls Service (hereinafter the “2000 ISA”) whereby he agreed, among other things, that the new jail facility would house 36 federal prisoners at a per diem rate of \$46.27 following completion of its construction. A true and correct copy of said 2000 ISA is attached hereto marked Exhibit “17”, and is incorporated herein by this reference.

20. The 2000 ISA was to expire 10 years after completion of the jail. *See* Exhibit “17” at pg. 3, Article V.

21. Construction of the jail was substantially completed on February 16, 2001. *See* memorandum entitled “Greene County Justice Center,” a true and correct copy of which is attached hereto marked Exhibit “18”, and incorporated herein by this reference.

22. In April 2001, inmates began moving over to the new facility, although both the Springfield Department Detention Facility and the Greene County Jail continued to operate.

23. The City ceased operating its Detention Facility on March 31, 2002.

24. On or about February 25, 2002, Greene County’s Sheriff, Jack Merritt, represented to Springfield Police Chief Lynn Rowe that the new jail would be ready to accommodate the City’s inmate population by April 1, 2002. *See* Letter to Chief Rowe from Sheriff Merritt dated February 25, 2002, a true and correct copy of which is attached hereto marked Exhibit “19”, and incorporated herein by this reference.

25. From and after April 2001, the City began housing its detainees at the jail over the course of the next seven years.

26. On July 29, 2009, Sheriff Arnott entered into another Intergovernmental Services Agreement with the United States Marshalls Service (hereinafter the “2009 ISA”) in which he agreed that the jail would house 110 male and 20 female federal prisoners at a per diem rate of \$61.00. A true and correct copy of said 2009 ISA is attached hereto marked Exhibit “20”, and is incorporated herein by this reference.

27. Sheriff Arnott informed the City by letter dated August 31, 2009, that he had reviewed the IGA and had decided to reinstate a per diem charge for municipal detainees, and if there was no agreement to do so by October 1, 2009, the City would have to make arrangements with another facility to house prisoners “. . . with only

Springfield Municipal warrants.” *See* letter from Sheriff Arnett to City Manager, Greg Burris dated August 31, 2009, a true and correct copy of which is attached hereto marked Exhibit “21”, and incorporated herein by this reference.

28. On or about September 30, 2009, Sheriff Arnett and the City entered into a “Memorandum of Agreement,” a true and correct copy of which is attached hereto marked Exhibit “22”, and incorporated herein by this reference.

29. On April 3, 2012, the voters of Greene County approved a law enforcement sales tax by a rate of 1/8th of a cent.

30. On April 1, 2015, Sheriff Arnett wrote a letter to Springfield Police Chief Paul Williams, a true and correct copy of said letter is attached hereto marked Exhibit “23”, and incorporated herein by this reference.

31. On April 2, 2015, Mayor Bob Stephens wrote a response letter to the Sheriff, a true and correct copy of said letter is attached hereto marked Exhibit “24”, and incorporated herein by this reference.

32. Sheriff Arnett responded to Mayor Stephens on April 2, 2015 by letter, a true and correct copy of said letter is attached hereto marked Exhibit “25”, and incorporated herein by this reference.

33. Following the filing of this Petition, Sheriff Arnett sent “Inmate Admission Procedures Policy No. 4.1.1 and Escorted Trips for Municipal Prisoners Policy No. 3.1.12.1” to the Chief of Police for the City. A true and accurate copy of said letter is attached hereto marked Exhibit “26”, and is incorporated herein by this reference.