



County of **GREENE** State of Missouri

GREENE COUNTY COMMISSION

933 N. Robberson  
SPRINGFIELD MO, 65802  
(417) 868-4112 Fax (417) 868-4818

BOB CIRTIN  
Presiding Commissioner  
HAROLD BENGSCHE  
Commissioner 1st District  
ROSEANN BENTLEY  
Commissioner 2nd District

June 9, 2016

Mayor Bob Stephens  
Springfield City Council Members  
840 Boonville Ave., PO Box 8368  
Springfield, MO 65801

Dear Mayor Stephens and Members of Springfield City Council:

Thank you for your questions in response to our recent proposal regarding a temporary jail facility. Out in the community, we are often asked by citizens, "Why can't you simply get in a room together and work this out?" As we explain to them, the primary obstacles to that process are lawsuits brought by the City of Springfield against the Commission and County Sheriff. Active litigation prohibits us from much further discussion on the first three questions. As you will recall, we have asked Council to drop its lawsuits related to the jail. This would certainly open up potential avenues of negotiation as it relates to these issues.

Generally speaking, with respect to the first three questions, the County Commission is asking for your trust as a community partner that is also deeply concerned about the public safety of all our citizens and the pivotal role the Greene County jail plays, as part of our criminal justice system, in achieving that objective. We trust any commitments made by City Council with respect to this agreement, likewise the County Commission hopes City Council will trust our commitments.

If we proceed with an agreement without the City dropping its lawsuits, based on legal advice, the process would have to be as follows, outlined in answers to your questions below:

Question 1: What assurances will the Greene County Commission offer to the Springfield City Council that any written agreement signed by the County Commission can and will be honored by the Greene County Sheriff?

Answer 1: Once a final draft of an agreement is completed between the County and the City, the Commission would present that to the Sheriff. The Sheriff is committed to an amicable solution. The Sheriff would provide us with what he can commit to legally, with active litigation ongoing, regarding that final draft.

Question 2: Is Sheriff Arnott willing to sign or co-sign an agreement to indicate his support? Will Sheriff Arnott accept municipal prisoners in the event the temporary facility is filled, just as he does per the 2009 agreement with the U.S. Federal Marshals Service (Agreement 45-00-0155) that he signed?

Answer 2: Refer to Answer 1.

Question 3: How can the Greene County Commission "guarantee a minimum of 20 beds per day for offenders arrested on Springfield municipal charges and warrants by the Springfield Police Department during a three-year period" if the Commission claims it cannot prohibit the Greene County Sheriff from categorically refusing any beds to current offenders arrested on Springfield municipal charges?

Answer 3: The fact that the Commission is leasing this facility puts it in a different category than the current jail. The Commission has the statutory authority to construct and fund the temporary facility and designate the agreed-upon number of beds in an agreement with the Sheriff. Commission would then agree to furnish those beds for the City as part of this potential agreement.

Question 4: This is actually three questions addressed separately below.

Question 4A: What expenses would Greene County anticipate incurring for annual lease payments for the temporary facility as well as operating costs and any other costs directly associated with the lease and operation of the proposed facility?

Answer 4A: The estimate for the minimum cost of the temporary facility is attached. The Budget Office will be able to supply the assumptions and support for any of the line items. This is only an estimated budget, as this project has not gone out for bid. Although much of the support has been built from information from a potential vendor, no vendor has any standing of preference in this process.

Question 4B: Would the Commission be willing to provide the City with a monthly report of facility lease and operating expenses during the life of the contract?

Answer 4B: The County prides itself on being transparent and responsive with financial information. The County can assume the burden of a reporting process for the period of time that the City of Springfield is providing partial funding.

Question 4C: Would there be any added costs to the City of Springfield in addition to the proposed \$1,000,000 annual payment for three years?

Answer 4C: Aside from the \$1 million investment on the part of the City each year for three years, this proposal does not seek to add any additional cost. This proposed agreement would not supersede previous agreements with respect to costs associated with municipal inmates as it pertains to the costs of medical services for municipal prisoners in the custody of the Sheriff.

Question 5: After 3 years of paying \$1,000,000 to the County for guaranteed beds in the temporary facility, would the County and/or the Sheriff guarantee a minimum number of beds per day? After paying \$3,000,000 to the County, is it safe to conclude that Greene County would assume the total facility costs as long as the temporary jail facility is operating?

Answer 5: In accordance with our intent for this to be a short-term solution, at the end of three years, the agreement may be reevaluated.

Question 6: Would the Commission entertain a request for twenty-five (25) beds for municipal prisoners?


Answer 6: Based on the City's investment of \$3 million over three years, the County would entertain a request for 25 beds for municipal prisoners.

Question 7: Would the Commission agree to a signed contract for a multi-year period of from four to six years if necessary in the event a longer-term solution is not found?

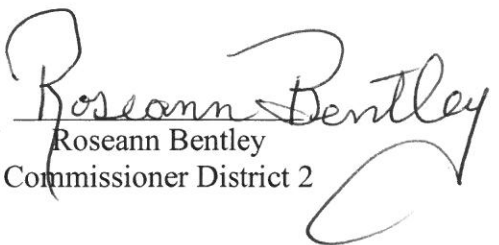
Answer 7: In accordance with our intent for this to be a short-term solution, at the end of three years, the agreement may be reevaluated.

As you may recall it will take a period of weeks to put this project out for bid and then approximately 90 to 125 days to construct the temporary jail facility. We look forward to hearing from you at your earliest convenience regarding these responses and working in partnership to proceed with this proposal.

Sincerely,

  
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Robert Cirtin  
Presiding Commissioner

  
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Harold Bengsch  
Commissioner District 1

  
\_\_\_\_\_  
Roseann Bentley  
Commissioner District 2

**TEMPORARY JAIL FACILITY ANALYSIS**

<b>Installation Costs</b>				
Phone, Computer, Wireless, Fiber, Trenching	10,000.00			
Fencing	37,600.00			
Sewer, Electrical, Water Hookups	30,000.00			
<b>Total Installation Costs</b>	<b>77,600.00</b>			
<b>Annual Costs</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Facility Lease \$12/person/day rated at 112	490,560.00	490,560.00	490,560.00	1,471,680.00
12 Correctional Officers	523,861.28	622,397.82	653,654.74	1,799,913.84
Food	202,356.00	202,356.00	202,356.00	607,068.00
Medical	67,717.14	67,717.14	67,717.14	203,151.41
Supplies/Bedding	11,200.00	11,200.00	11,200.00	33,600.00
Insurance - Property	735.00	735.00	735.00	2,205.00
Utilities	13,824.00	13,824.00	13,824.00	41,472.00
<b>Total Annual Cost</b>	<b>1,310,253.42</b>	<b>1,408,789.96</b>	<b>1,440,046.88</b>	<b>4,159,090.25</b>
<b>Total Cost</b>	<b>1,387,853.42</b>	<b>1,408,789.96</b>	<b>1,440,046.88</b>	<b>4,236,690.25</b>
		<b>Cost per day per inmate</b>		<b>34.55</b>
<b>Per Employee Cost</b>				
	<b>2016</b>	<b>CO II 2017</b>	<b>CO III 2018</b>	<b>2019</b>
Pay	33,839.74	36,536.53	37,267.27	39,012.61
FICA	2,588.74	2,795.04	2,850.95	2,984.46
LAGERS	1,725.83	1,863.37	1,900.63	1,989.65
Group Ins	7,334.46	7,847.87	8,397.22	8,985.03
WC	951.22	1,027.03	1,047.57	1,096.63
	46,439.99	50,069.84	51,463.63	54,068.38
Reduce for 6 months LAGERS and 9 months Ins		(6,817.59)		
		43,252.26		
Uniforms & Incidentals		402.85	402.85	402.85
		<b>43,655.11</b>	<b>51,866.48</b>	<b>54,471.23</b>