

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ordinance No.: 4726

Sponsor(s): Alfred Jordan

Date: April 13, 2015

## SUBJECT

Action Requested

Resolution

Ordinance

Project/Title: An Ordinance appropriating \$1,972,085 from the Undesignated Fund Balance of the 2015 General Fund and \$100,000 from the Undesignated Fund Balance of the 2015 Health Fund to cover the cost of housing additional inmate detainees of the Kansas city, Missouri Police Department.

## BUDGET INFORMATION

*To be completed  
By Requesting  
Department and  
Finance*

|  |  |
|--|--|
| Amount authorized by this legislation this fiscal year:  | \$2,072,085                            |
| Amount previously authorized this fiscal year:   | \$0                                    |
| Total amount authorized after this legislative action:   | \$2,072,085                            |
| Amount budgeted for this item * (including transfers):   | \$3,650,000                            |
| Source of funding (name of fund) and account code number;<br>FROM: 001-2810 Undesignated General Fund Balance<br>002-2810 Undesignated Health Fund Balance<br>TO: Please see attached worksheet for listing of accounts. | FROM ACCT<br>\$1,972,085<br>\$ 100,000 |

\* If account includes additional funds for other expenses, total budgeted in the account is: General Fund \$17,037,130  
Health Fund \$ 2,362,222

## OTHER FINANCIAL INFORMATION:

No budget impact (no fiscal note required)

Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  
Department: Estimated Use: \$

Prior Year Budget (if applicable): \$3,531,490

Prior Year Actual Amount Spent (if applicable): Unknown

## PRIOR LEGISLATION

Prior ordinances and (date): 4689 (12/11/2014)

Prior resolutions and (date): 16883 (04/20/2009), 18177 (05/20/2013), 18469 (04/01/2014) and 18659 (11/17/2014)

## CONTACT INFORMATION

RLA drafted by (name, title, & phone): Laura J. Scott, Assistant Director of Administration, 881-4232

## REQUEST SUMMARY

In 2009, the County and City of Kansas city, Missouri entered into an agreement to provide housing and related services to the City for their municipal inmates. This partnership has been an excellent approach to providing governmental jailing services in a more efficient manner.

We are requesting an appropriation of \$2,072,085 received from the City of Kansas City, Missouri and the Kansas City Board of Police Commissioners to house an additional 125 inmates. The additional beds will be available beginning May 1, 2015 at a cost of \$52.50/day as previously agreed to per Ordinance 4689, dated December 11, 2014.

|             |  |                     |
|-------------|--|---------------------|
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |                     |
| ATTACHMENTS |  |                     |
| REVIEW      | Department Director: <i>Joe Piccum</i>   | Date: <i>4-3-15</i> |
|             | Finance (Budget Approval):<br><i>If applicable</i> <i>Mary Rasmussen</i>   | Date: <i>4/6/15</i> |
|             | Division Manager: <i>ESD Marylou Brown 4/8/15</i>  | Date: <i>4/6/15</i> |
|             | County Counselor's Office:   | Date:               |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_.
- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title:                          | Amount Not to Exceed: |
|-----------------|---|-----------------------|
| 001-2810        | General Fund, Undesignated Fund Balance |                       |
| 002-2810        | Health Fund, Undesignated Fund Balance  |                       |

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

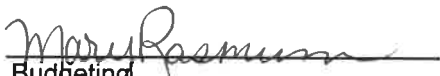
# Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: April 7, 2015

ORD # 4726

| Department / Division           | Character/Description              | From      | To        |
|---------------------------------|------------------------------------|-----------|-----------|
| <b>General Fund - 001</b>       |                                    |           |           |
| 9999 - Miscellaneous            | 45475 - Increase Revenues          | 1,972,085 |           |
| 2810                            | Undesignated Fund Balance          |           | 1,972,085 |
| 2810                            | Undesignated Fund Balance          | 1,972,085 |           |
| 2701 - Corrections              | 55010 - Regular Salaries           |           | 898,789   |
| 2701 - Corrections              | 5030 - Overtime Salaries           |           | 201,329   |
| 2701 - Corrections              | 5040 - FICA Taxes                  |           | 84,159    |
| 2701 - Corrections              | 5050 - Pension Contributions       |           | 99,011    |
| 2701 - Corrections              | 5060 - Insurance Benefits          |           | 168,973   |
| 2701 - Corrections              | 6080 - Other Professional Services |           | 5,472     |
| 2701 - Corrections              | 6230 - Printing                    |           | 2,883     |
| 2701 - Corrections              | 6570 - Maintenance & Repair Misc   |           | 1,280     |
| 2701 - Corrections              | 6641 - Copier Rental/Maint.        |           | 3,183     |
| 2701 - Corrections              | 6670 - Rent Miscellaneous          |           | 853       |
| 2701 - Corrections              | 6790 - Other Contractual Services  |           | 1,280     |
| 2701 - Corrections              | 6870 - Food Services               |           | 116,486   |
| 2701 - Corrections              | 7010 - Office Supplies             |           | 4,267     |
| 2701 - Corrections              | 7041 - Paper                       |           | 1,443     |
| 2701 - Corrections              | 7130 - Building Cleaning Supplies  |           | 16,640    |
| 2701 - Corrections              | 7140 - Linen Supplies              |           | 15,616    |
| 2701 - Corrections              | 7190 - Wearing Apparel             |           | 20,437    |
| 2701 - Corrections              | 7230 - Other Operating Supplies    |           | 19,800    |
| 2701 - Corrections              | 7235 - Hygiene Products            |           | 3,413     |
| 2701 - Corrections              | 7510 - Small Tools/Minor Equip.    |           | 2,800     |
| 2701 - Corrections              | 8171 - Personal Computers/Acc.     |           | 8,200     |
| 2701 - Corrections              | 8170 - Other Equipment             |           | 100,000   |
| 1210 - Corrections - Facilities | 6420 - Electricity                 |           | 30,549    |
| 1210 - Corrections - Facilities | 6440 - Water                       |           | 13,824    |
| 1210 - Corrections - Facilities | 6445 - Chilled Water               |           | 31,829    |
| 1210 - Corrections - Facilities | 6450 - Sewer Service               |           | 16,555    |
| 1210 - Corrections - Facilities | 6460 - Refuse Collection           |           | 1,075     |
| 1210 - Corrections - Facilities | 6470 - Steam                       |           | 26,939    |
| 1210 - Corrections - Facilities | 6510 - Maintenance & Repair Bldgs  |           | 75,000    |
| <b>Health Fund - 002</b>        |                                    |           |           |
| 9999 - Miscellaneous            | 45475 - Increase Revenues          | 100,000   |           |
| 2810                            | Undesignated Fund Balance          |           | 100,000   |
| 2810                            | Undesignated Fund Balance          | 100,000   |           |
| 2701 - Corrections              | 56790 - Other Contractual Services |           | 97,500    |
| 2701 - Corrections              | 56830 - Contingency                |           | 2,500     |

  
Budgeting

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BETWEEN  
JACKSON COUNTY, MISSOURI AND KANSAS CITY, MISSOURI POLICE  
DEPARTMENT AND CITY OF KANSAS CITY, MISSOURI**

THIS AGREEMENT, made as of this 14th day of Dec, 2014, by and between Jackson County, Missouri, ("County,") and the City of Kansas City, Missouri, a municipal corporation, ("City") and the Kansas City, Missouri Board of Police Commissioners ("KCPD").

**WHEREAS**, the City, KCPD and the County want to implement a regional solution to jailing in Jackson County; and,

**WHEREAS**, the City wants the County to continue to house the City's inmate population at Jackson County Regional Correctional Center ("RCC"); and,

**WHEREAS**, the City and KCPD want KCPD to relocate the KCPD's Detention Services from their 8<sup>th</sup> Floor Operation at KCPD Headquarters to Jackson County Detention Center (JCDC); and,

**WHEREAS**, the County has outlined a plan to meet these needs and has identified space at JCDC owned by the County for KCPD's detainee population; and,

**WHEREAS**, it is in the best interests of the health, safety and welfare of the citizens of City, KCPD, and County to continue to advance the concept of a Regional Jail for Jackson County and to enter into this Intergovernmental Cooperative Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, County KCPD, and City agree as follows:

**1. SCOPE OF AGREEMENT.** This Agreement outlines the terms and conditions by which the County will undertake housing of City inmates and KCPD detainees to be housed in County correctional facilities. Specific operational policies and procedures will be jointly developed by the City, KCPD, and County to govern the operations.

**2. DEFINITIONS**

- (a) "KCPD arrestee or detainee" shall mean any person taken into custody by the Kansas City Missouri Police Department to include both arrestees and persons on temporary holds. A person shall be a KCPD detainee until such time as a court has ordered further detention and/or release.
- (b) "City or RCC inmate or detainee": shall mean any person ordered to the confinement of the Regional Correctional Center by a Kansas City, Missouri municipal judge, generally post arraignment as a detainee or inmate.

**FILED**  
DEC 1 2014  
MARY JO SPINO  
COUNTY CLERK

### 3. PAYMENT.

- (a) **Calculation of Annual Payment.** The City shall pay the County the amount of \$52.50 per day for 175 RCC inmate beds and \$52.50 per day for 100 KCPD detainee beds regardless of the actual number of beds used per day (daily rate). At no time shall the total number of the KCPD detainee population exceed 100 beds and at no time shall the total number of the RCC inmate population exceed 175 beds within the ratios defined herein.
- (b) **Calculation of First Year Fixed Payment.** For the first year, it is understood that the initial period did not begin May 1 and, therefore, the City's payment in the City's 2014-2015 fiscal year will be prorated by day.

Prior to full implementation of this Agreement, the RCC's inmates will be governed by the terms of the Intergovernmental Agreement approved by the County in Resolution #16883 and amended by Resolution #18469 to extend the date to November 1, 2014, including the payment rate for the City's detainees and inmates outlined in said Agreement regarding the daily maximum and daily rate.

Upon completion of all required capital improvements to the RCC and JCDC set forth in this Agreement, and the KCPD moves the KCPD jailing operations to the JCDC, the amount to be paid will be at the new daily rate will be prorated accordingly.

- (c) **Annual Cost Increase.** On May 1, 2016, and on May 1 of each year thereafter that this Agreement is in effect, the \$52.50 per day per City inmate and detainee and \$52.50 per day per KCPD arrestee and detainee shall increase by five percent (5%) or the annual percentage increase in the local Kansas City Consumer Price Index (CPI) set each January, whichever is lower.

In the event water and sewer utility costs accelerate at more than the CPI for any given year, a revised increase will be calculated and incorporated into the annual cost increase to cover the actual increase in utility costs using the total billed amount for the prior year adjusted for the increase and then pro-rated per arrestee and inmate for the entire facility. The County will provide the City the specific basis on which the increase was based for approval.

The County will notify the City of the annual cost increase no later than November 1 of each year for budgeting purposes.

- (d) **Payment Schedule.** Payments for the County's services provided pursuant to this Agreement shall be made on a quarterly basis, on the first (1st) day of each quarter, in advance calculated as one fourth of the annual obligation. For any payment, not received by the County by the 45<sup>th</sup> day after the beginning of the quarter under this Agreement, a 5% late payment penalty shall be due.

- (e) The County shall not charge the City or KCPD a daily equivalent rate greater than it would offer any one else for similar services.

#### 4. BASIC JAILING SERVICES FOR RCC INMATES.

- (a) The County shall meet all of the RCC Jailing Operational Requirements that are attached hereto and incorporated into this Agreement as Exhibit A.
- (b) **Basic Services.** County agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities. The County will also have a secure area for the storage of personal property of inmates.
- (c) **Onsite Health Services.** County agrees to provide certain onsite medical, mental health, and dental services and provide access to offsite medical and mental health services as deemed appropriate and consistent with National Commission on Correctional Health Care standards.
- (d) **RCC Inmate Capacity.** A total of 175 inmate and detainee beds will be provided by the County for the RCC in a designated area, of which 25 will be available only for female inmates and 150 will be available only for male inmates. City agrees to pay for the availability of these beds and services as outlined herein regardless of actual use or inmate population. At no time shall the total number exceed 175 for the RCC inmate population within the provided male/female ratios.
- (f) **Population Management.** If the RCC inmate population exceeds what is provided for herein, the Court Administrator shall be responsible for instructing the County which inmate(s) to release or notify the County which inmate(s) the City will be transferring to another facility and providing said transportation within a timely manner.
- (e) **Hygiene Packs for City Inmates and Detainees.** The County will provide necessary items for hygiene purposes to all inmates and detainees; and the County reserves the right to charge inmates for said supplies if the person has funds in their commissary account during confinement.

#### 5. BASIC JAILING SERVICES FOR KCPD DETAINEES.

- (a) The County shall meet all of the KCPD Jailing Operational Requirements that are attached hereto and incorporated into this Agreement as Exhibit B.
- (b) **KCPD Arrestee and Detainee Capacity.** A total of 100 detainee beds will be provided by the County for the KCPD in a designated area of which 18 will be

available only for female detainees and 82 will be available only for male detainees, unless expressly directed otherwise by the City from time to time. At no time shall the total number exceed 100 for the KCPD detainee population within the provided male/female ratios.

(c) **Population Management.** If the KCPD detainee population exceeds what is provided for herein, KCPD shall be responsible for releasing and/or transferring detainees to another location and shall notify the County which detainees KCPD will be releasing or transferring to another facility and providing said transportation within a timely manner.

(d) **Direct Drops for Non-Compliant Detainees.** Unless exigent circumstances exist, the KCPD will limit direct drops at JCDC to no more than two at any given time. The County will segregate these individuals in single cells. These individuals will be subject to the Direct Drop provisions set forth in Exhibit B. The direct drops will be counted into the KCPDs 100 maximum beds at any time.

6. **HEALTH CARE OF RCC INMATES AND KCPD DETAINEES.** All inmates and detainees governed by this Agreement shall be subject to Fit for Confinement standards developed by the County and the County's medical provider. Medical, dental, and mental health care and treatment shall be provided to RCC inmates and KCPD detainees in accordance with existing County policies and jointly developed policies. The medical treatment protocols and decisions for all arrestees and inmates shall be the sole responsibility of the County's medical provider. In the event, off-site medical treatment is required by the County's medical provider for a KCPD arrestee or RCC inmate, the City shall be responsible for providing transportation to and from all off site health care treatment services unless it is a medical emergency and an ambulance will be immediately arranged. For all off site medical treatment, the care and custody of the arrestee or inmate shall transfer from the County to the KCPD or City as applicable upon exiting the County's facility.

In accordance with applicable law, the City, KCPD, and County are not financially obligated to fund the expense of services provided at off-site health care treatment but are obligated to provide access to said services as directed by the County's on site medical provider.

7. **TECHNOLOGY.** City and KCPD shall provide access to an integrated computer system to track RCC inmates and KCPD detainees in coordination with the Kansas City, Missouri Police Department and City's Municipal Court. City and KCPD shall be responsible for providing software, hardware, software maintenance coverage, and connectivity to County, and shall make a reasonable effort to create an interface between existing County jail management software with the City's and KCPD's provided system. The City shall be responsible for all data entry, directly or electronically, into the County's jail management system including charges, court dates, final disposition, release dates, and all other relevant information mutually agreed upon. The City shall also provide access to the County to the City's jail management systems for population

management purposes in a means acceptable to the County. All parties agree that the respective IT staff shall coordinate efforts by working together in a timely manner to ensure the systems are integrated and maintain connectivity.

## 8. FACILITY IMPROVEMENTS.

- (a) **Funding.** City shall pay the cost for design and construction of agreed upon and required capital improvements at the County's facilities identified to house 100 additional of KCPD's detainees; and a total of 175 RCC inmates. The design and construction of the required capital improvements will comply with all applicable laws and all applicable national standards.

Based on current bids, the estimated cost is \$970,000 plus a 10% contingency subject to City approval, for a total of \$1,067,000. The City shall remit \$970,000 at execution of this Agreement. At that time, the County shall commence construction.

- (b) **Scope.** The City shall have the ability to approve the scope of services to be included which generally include:

Improvements include changes on the ground floor of the County's Detention Center at 1300 Cherry and the 2nd floor of the JCDC Annex ; as well as minor improvements for other support spaces throughout the jail to serve an increased jail population.

Additional improvements include construction of housing for women on the 6<sup>th</sup> floor of 1300 Cherry. These improvements are illustrated in Attachment C.

The specific scope of services shall be outlined by the County to be approved by the City and KCPD within 10 (ten) days following receipt of the scope of services from County, which approval shall not be reasonably withheld. Failure of the City's or KCPD's Project Managers to convey approval or disapproval within the ten days shall be deemed to constitute County's approval of the scope.

- (c) **Capital Project Coordination.** City, KCPD, and County shall jointly participate in good faith in the coordination and management of the required facility improvements to house the KCPD detainees and RCC inmates pursuant to the terms of this Agreement. County will be responsible for awarding contracts for and managing the construction of the space identified for KCPD detainees and RCC inmates. City and KCPD agree to assign project managers ("Project Manager") to monitor construction activities and to cooperate and assist the County in the coordination and management of the work. In order to provide a single point of communication with the design professional and contractors, and in recognition of the fact that County will hold the contracts for the design and



construction of the project, the parties agree that the County representative will act as the primary contact with the design professional and the contractor. City and KCPD's Project Managers shall give any comments to the design professional and contractor through the County's representative. Upon completion of the construction, all furnishings and fixtures at the County facility shall become the property of the County subject to the termination provisions of section 19 hereof.

- (d) **Bid Process.** The County shall competitively solicit bids for the construction contract. County shall utilize the County's affirmative action requirements and MBE/WBE requirements in its contract processes for all work associated with the City's funds. The County's standard contract indemnification and insurance requirements shall also include both the City and KCPD as an indemnitee and as an additional insured, respectively.
- (e) **Minor Improvements.** Integration into the Master Control System or other minor construction work shall be managed by the County as agreed upon by the County and the City, with all associated and reasonable invoices reimbursed by the City to the County.
- (f) **Change Orders:** The County shall pay the contractor for all costs and expenses for any approved change order.
  - 1. For change orders involving pre-existing needs or maintenance items related to the pre-existing use and not related to the KCPD space or the additional space for the RCC, the Cost shall be the full responsibility of the County.
  - 2. For change orders involving unknown conditions and/or a change in quantities related directly to the KCPD and RCC capital improvement scope, the City shall immediately be consulted and if mutually agreed upon as a necessary change, the City shall agree to provide funding for the change order cost. The City will be advised of the change prior to work, except in emergency situations.
  - 3. For those change orders that constitute a change in scope related to the KCPD and RCC capital improvement scope, the City and KCPD project managers will be consulted, and subject to their approval the City shall agree to provide applicable funding.

9. **JOINT ADVISORY COMMITTEE.** A joint advisory committee shall be created, consisting of City, KCPD and County officials.

- (a) The Joint Advisory Committee will be comprised of two (2) County representatives, two (2) City representatives, and two (2) KCPD representatives. The Committee will be chaired by the County. Representatives will be selected by the County's Chief Operating Officer for the County, the City's City Manager for the City and the Police Chief for KCPD.
- (b) The Committee shall act in an advisory role regarding the jailing operation for the City and KCPD, and provide input regarding the services provided to the City inmates and KCPD detainees.
- (c) The Committee shall meet as needed.

**10. MODIFICATION.** This Agreement shall not be amended, modified, or canceled without written consent of any party to this Agreement. The County's Director of Corrections, the City's City Manager and the KCPD's police chief or their designees, shall have authority to make modifications to the Agreement that do not change the compensation to be paid by the City to the County hereunder or affect the duration of the Agreement upon approval of all three parties.

**11. DEFENSE AND INDEMNIFICATION.** No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees.

**12. TERM.**

- (a) **Initial Term.** The initial term of this Agreement shall be ten years, to terminate on April 30, 2025, subject to sufficient appropriations by the City Council as set out in section 20 hereof.
- (b) **Renewal terms.** The City, in its sole discretion, shall have the right to renew this Agreement for one additional five year term, subject to the renegotiation of the cost of providing service as set forth in Section 3. The City shall notify the County of its intent to renew this Agreement no later than July 1, 2024 and the County shall notify the City of the renewal daily rate no later than November 1, 2024 for the successor Agreement.
- (c) **Transition period.** The parties agree to begin negotiations at least one year prior to the expiration of this Agreement and any exercised renewals to negotiate a successor Agreement. Should a successor Agreement not be reached, the City shall give the County at least six months' notice, and this Agreement shall terminate on the expiration date.

**13. ASSIGNMENT AND SUBCONTRACTING.** It is understood by the parties that the County routinely utilizes subcontractors for a variety of services including food service, medical care, etc. and the award and management of these subcontracts is fully retained by the County without any approved required the City of KCPD. However, this Agreement or any part thereof, or overall operation of the County's housing responsibilities set forth in this Agreement, shall not be assigned by the County without the prior written consent of the City and KCPD; such purported assignment shall be void and confer no rights on any third parties.

**14. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the 16<sup>th</sup> Circuit Court of Jackson County, Missouri with venue at Kansas City.

**15. WAIVER.** Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, or breach by the party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

**16. SEVERABILITY.** If any covenant or other provision of this Agreement shall be construed to be invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

**17. CONFLICTS OF INTEREST.** City, KCPD, and County warrant that no officer or employee of the City, KCPD, or County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

**18. COMPLIANCE WITH LAW.** City, KCPD, and County must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.

**19. TERMINATION.**

(a) **Notice.** City, KCPD, or County may terminate this Agreement at any time by giving a twelve month notice in writing to the other party.

(b) **Termination for Cause.** City, KCPD, or County may terminate this Agreement for cause upon giving 30 days' notice in writing to the other party. "Cause" for County to act includes City's failure to timely make any payment or fully budget funding as required under this Agreement. "Cause" for the City or KCPD includes the County's failure to provide services as required in this contract.

- (c) **Right to Cure.** If one party gives the other notice of intent to terminate for cause, the non-terminating party shall have 15 days to remedy the condition giving rise to the termination. In the event of termination for cause, the terminating party shall have no further financial obligation to the other party.
- (d) **Payment for Services.** If the Agreement is terminated by the City and KCPD for cause or for reasons other than cause, the County will be paid for all services and associated costs up to the date of termination.
- (e) **Reimbursement of Capital Improvements Termination for Cause.** If the City and KCPD terminates the Agreement within the first five (5) years for cause, the County will reimburse the City a prorated share of the capital improvement investment made by the City calculated on an annual basis (1/5<sup>th</sup> per year).

If the County terminates the Agreement for cause, no prorated share of the capital improvements shall be repaid by the County to the City.

- (f) **Reimbursement of Capital Improvements Termination for Reasons Other than Cause.** If the City terminates the Agreement within the first five (5) years for reasons other than cause, no share of the capital improvements shall be reimbursed.

If the County terminates the Agreement within the first five (5) years for reasons other than cause, the County will reimburse the City a prorated share of the capital improvement investment made by the City calculated on an annual basis (1/5<sup>th</sup> per year).

**20. NON-APPROPRIATION.** The parties recognize that City intends to satisfy its financial obligation to the County hereunder out of funds annually appropriated for that purpose by the City. City promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any calendar year for payments due hereunder, City shall immediately notify County of this occurrence and a successor Agreement will be negotiated based on available funds. City further agrees:

- (a) That any funds authorized or appropriated for the housing of City inmates in any calendar year shall be applied to the payments hereunder until all such funds are exhausted;
- (b) That City will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget for each calendar year during the term of this Agreement, a request for adequate funds to meet

its obligation under this Agreement in full. This provision shall not be construed so as to permit City to terminate this Agreement in order to acquire similar or competitive housing from another party or to allocate funds to directly or indirectly perform essentially the same functions. This provision shall not be construed as to prevent the City with contracting to acquire additional detention space with other jurisdictions or other providers, provided the City complies with all of its financial obligations hereunder. City warrants that it has adequate funds to meet its obligations hereunder during the current calendar year.

**21. NOTICE.** Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal or facsimile delivery, addressed to:

If to City:      City Manager  
                         414 E. 12th Street, 4th Floor  
                         Kansas City, Missouri 64106

                         Administrator of Municipal Court  
                         Municipal Court, 1<sup>st</sup> Floor  
                         1101 Locust Street  
                         Kansas City, MO 64106

                         With a courtesy copy to the City Attorney  
                         414 E. 12th Street, 28th Floor  
                         Kansas City, Missouri 64106

If to KCPD:      Chief of Police  
                         1125 Locust  
                         Kansas City, Missouri 64106

                         With a courtesy copy to the Office of General Counsel  
                         1125 Locust  
                         Kansas City, Missouri 64106

If to County:    County Executive  
                         415 E. 12th Street, 2nd Floor  
                         Kansas City, Missouri 64106

                         With a courtesy copy to the Director of Corrections  
                         1300 Cherry  
                         Kansas City, Missouri 64106

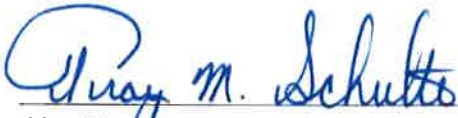
22. **WARRANTY.** City, KCPD, and County warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

23. **INCORPORATION.** This Agreement incorporates the entire understanding and Agreement of the parties.


**IN WITNESS WHEREOF,** City, KCPD and the County have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF KANSAS CITY, MISSOURI  
A Constitutionally Charter Municipal  
Corporation of the State of Missouri

JACKSON COUNTY, MISSOURI

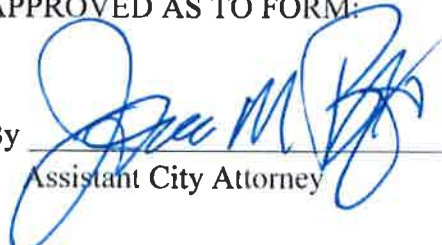
By   
City Manager

By   
County Executive

By   
President, Kansas City Board of Police  
Commissioners

BY:   
Chief of Police, KCPD

APPROVED AS TO FORM:

By   
Assistant City Attorney

By   
Jackson County Counselor

By   
General Counsel, KCPD

ATTEST:

By   
Clerk of the Legislature, Jackson County

**EXHIBIT A  
SPECIFIC SERVICES RELATED TO THE RCC  
& THE CITY INMATES AND DETAINEES**

**1. TRANSPORTATION OF CITY INMATES AND DETAINEES.**

- (a) City shall provide all transportation for RCC inmates, including, but not limited to, going to and returning from all court appearances, non-emergency off-site medical as required by the County's medical provider, dental, or other treatment, and off-site court-ordered programming.
- (b) City shall provide reasonable notice to the County of any transportation, in accordance with jointly developed policies.
- (c) City shall at all times be fully responsible for RCC inmates during any transportation of the inmates and detainees, and while the RCC inmates are away from the JCDC the inmates shall be under the full care and custody of the City during this time.

**2. ADMISSION OF CITY INMATES AND DETAINEES.**

- (a) RCC inmates will be admitted or returned to custody by means of City-provided transportation, in accordance with jointly developed policies on admissions.
- (b) RCC inmates must be medically fit for confinement as determined by the County and the County's medical provider, in accordance with County policies and procedures and consistent with jointly developed policies.

**3. PROGRAMMING FOR CITY INMATES AND DETAINEES.**

- (a) **Onsite Programming.** If the City provides onsite programming for RCC inmates, City shall provide independent funding for the mutually agreed upon programming and services for City inmates and detainees. County agrees to provide programming space on site for the delivery of these programming services to City inmate and detainees, to the extent practicable.
- (b) **Offsite Programming.** If the City provides offsite programming for RCC inmates, City shall provide independent funding for the programming and services for City inmates and detainees. County agrees to make inmates and detainees available to the City transportation unit to access off site programming and services, in accordance with jointly developed policies.

#### **4. RELEASE OF CITY INMATES.**

- (a) City shall be fully responsible for determining who remains in custody and who is to be released from the RCC on a daily basis. The City will enter all post court entries (continuances, new court dates, and disposition/release dates) into the City's jail management system. The County will not perform the data entry function but shall have access to the City's corrections management system. The City will provide the County with a daily population roster. Certain data may need to be entered into the County's corrections management system by the City, to be jointly defined by the City and County. The City shall be responsible for all data entry into the County's jail management system including charges, court dates, final disposition, release dates, and all other relevant information either manually or electronically as mutually agreed to. In the event this data is to be electronically communicated, the City will provide and maintain the interface.
- (b) City shall provide specific instructions and criteria regarding the release of RCC inmates in conjunction with the Municipal Court and in compliance with all applicable laws. County shall comply with the policies and procedures of the City release instructions.
- (c) To improve the overall efficiency of the system and best use limited resources, the Court Administrator shall work with the City's municipal court judges with the goal of convening at least one docket per week by a municipal judge for disposition of city holds on state detainees. The County shall provide a list of cases for consideration weekly and provide space in a 16<sup>th</sup> Circuit Court Courtroom at 1315 Locust for the said docket.
- (d) Final decision making authority for release of City inmates and detainees in accordance with the City provided instructions and criteria shall be with the Jackson County Director of Corrections pursuant to the applicable court order, ordinance, or other applicable laws.



I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

by Mgr 11/20/2014  
Director of Finance

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$1,067,000.00 from the undesignated fund balance of the 2014 General Fund and authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the City of Kansas City, Missouri, and the Board of Police Commissioners of Kansas City, Missouri, for the furnishing of inmate housing for detainees of the Kansas City Police Department.

**ORDINANCE NO. 4689**, November 17, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the City of Kansas City, Missouri and the Board of Police Commissioners of Kansas City, Missouri, desire to consolidate the City's police detention facility located on the 8<sup>th</sup> floor of the Kansas City Police Department Headquarters with the County's Detention Center; and,

WHEREAS, renovation of a part of the Detention Center is necessary to provide for the additional 100 beds needed to accomplish this consolidation; and,

WHEREAS, the City of Kansas City has committed funds in the amount of \$1,067,000.00 to cover the costs of this renovation; and,

WHEREAS, an appropriation is necessary to place these funds in the appropriate spending account to be available for the renovation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the 2014 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u>  | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u>   |
|-----------------------------|------------------------------|-------------|-------------|
| General Fund<br>Corrections |                              |             |             |
| 001-                        | Increase Revenues            | \$1,067,000 |             |
| 001-2810                    | Undesignated Fund Balance    |             | \$1,067,000 |
| 001-2810                    | Undesignated Fund Balance    | \$1,067,000 |             |
| 001-2701                    | 58020 – Buildings & Improv   |             | \$1,067,000 |

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Intergovernmental Agreement with the City of Kansas City, Missouri, for the furnishing of inmates beds at the Jackson County Detention Center.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Jay D. Hahn  
Chief Deputy County Counselor

W. Stephen Nelson  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4689 introduced on November 17, 2014, was duly passed on November 24, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

11.24.14  
Date

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4689.

11/25/2014  
Date

Michael D. Sanders  
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 002 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$1,067,000.00

November 12, 2014  
Date

D. Craig Thomas  
Director of Finance and Purchasing