

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

**THIS AGREEMENT**, made as of this 4th day of May, 2009, by and between Jackson County, Missouri, hereinafter referred to as "County," and the City of Kansas City, Missouri, a municipal corporation, hereinafter referred to as "City."

**WHEREAS**, the City and the County have sought a regional solution to jailing in Jackson County; and,

**WHEREAS**, the City is desirous of having the County provide space to incarcerate the City's inmate population currently housed at the Municipal Correctional Institution (MCI) or detained at detention facilities currently operated by the Kansas City, Missouri Board of Police Commissioners (KCPD); and,

**WHEREAS**, the County has outlined a plan to meet these needs and has identified space in an existing facility owned by the County for this inmate and detainee population; and,

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

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, County 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 detainees in County facilities. Specific operational policies and procedures will be jointly developed by the City and County to govern the operations.
2. **PAYMENT.**
  - a. City will pay County a total of \$3,120,750.00 in the City's fiscal year 2009-2010 if the municipal jail facility is fully operational on May 1, 2009. For the first year, it is understood that the initial period may not begin May 1 and, therefore, the City's payment in the 2009-2010 fiscal year will be prorated by day, depending on the actual start date of the County's making all of the space available and providing the services provided for hereafter in this Agreement.
  - b. For any transitional plan agreed upon by the City and County, the basis will be an amount not to exceed the prorated by day expense.
  - c. On May 1, 2010, and on May 1 of each year thereafter that this Agreement is in effect, the City's annual payment set out in subparagraph (a) above shall increase by five percent (5%) or the annual percentage increase

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MARY JO SPINO  
COUNTY CLERK

reflected in the most recent local Kansas City Consumer Price Index, whichever is lower.

- d. In addition to the payments made pursuant to subparagraphs a, b, and c above, the City will pay County a one time intake fee of \$3.00 per inmate or detainee to cover the County's cost of providing the inmate an initial hygiene pack, unless an inmate or detainee has more than \$3.00 in cash on his/her person during confinement. If so, the inmate or detainee will be charged the intake fee to cover the costs of an initial hygiene pack. For any payment not received by an inmate or detainee, the County will bill the City periodically and the City shall have thirty (30) days to remit payment.
- e. Payments for the County's operations of the municipal jail facility shall be made on a monthly basis, on the first (1<sup>st</sup>) day of each month, in advance, after the first day of operations of the municipal jail facility. During the time period from May 1, 2009 to April 30, 2010, the monthly payments for the operations of the municipal jail facility (except reimbursement for the hygiene packs) shall be \$260,062.50. The first payment for the operations of the municipal jail facility shall be made on or before the first day of operations and shall be in the prorated amount described in subparagraph a above. For any payment not received by the County on or before the 30th day of any month under this Agreement, a 5% late payment penalty shall be due.
- f. The County may not charge the City a daily equivalent rate greater than it would offer any other non-County entity for similar services.

#### 4. BASIC JAILING SERVICES.

- a. 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 municipal inmate population, including, but not necessarily 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 and valuables of inmates.

County agrees to provide certain onsite medical, mental health, and dental services and access to offsite medical and mental health services as deemed appropriate and consistent with National Commission on Correctional Health Care standards.

- b. A total of 150 inmate beds will be provided by the County, of which 40 will be available only for female inmates and 110 will be available only for male inmates, unless expressly directed otherwise by the City from time to time. City agrees to pay for the availability of these beds and services as outlined herein regardless of actual use or inmate population.

The County agrees that these beds will not be used to house the County's inmate population.

5. TRANSPORTATION. City shall provide all transportation for City inmates, including, but not limited to, going to and returning from all court appearances, non emergency off-site medical, dental, or other treatment, and off-site court-ordered programming. City additionally shall provide reasonable notice to the County of any transportation, in accordance with jointly developed policies. City shall at all times be fully responsible for City inmates during any transportation of these inmates, and while said City inmates are away from the County detention facility and shall be under the custody of the City of Kansas City, Missouri during this time.
6. ADMISSION OF CITY INMATES. City inmates will be admitted or returned to custody by means of City-provided transportation, in accordance with jointly developed policies on admissions. City inmates must be medically fit for confinement, in accordance with County policies and procedures and consistent with jointly developed policies.
7. RELEASE AUTHORITY. City shall provide specific instructions and criteria regarding the release of City 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. Final decision making authority for release of City inmates in accordance with the City provided instructions and criteria shall be with the Jackson County Director of Corrections.
8. EMPLOYMENT PREFERENCE. County shall give preference, during the transitional period, to City employees currently employed at MCI that are seeking employment with the County at the Jackson County Detention Center (JCDC).
9. HEALTH CARE. Medical, dental, and mental health care and treatment shall be provided to City inmates in accordance with existing County policies and jointly developed policies. City shall be responsible for transportation to and all costs of health care treatment required for City inmates outside County's facilities.
10. TECHNOLOGY. City shall provide access to an integrated computer system to track City inmates in coordination with the Kansas City, Missouri Police Department and City's Municipal Court. City 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 the existing County inmate tracking software with the City's provided system.
11. FACILITY IMPROVEMENTS.
  - a. City has agreed to construct agreed upon and required capital improvements at the County's facilities identified to house the municipal inmates not to exceed \$2,150,000.00 for all facilities.

This includes improvements on the ground floor of the County's Detention Center at 1300 Cherry; as well as improvements on the ground, 1<sup>st</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> floors of the Community Justice Building (CJB) at 1305 Locust, Kansas City Missouri.

The specific scope of services shall be outlined by the City to be approved by the County within 5 (five) days following receipt of the scope of services from City, which approval shall not be unreasonably withheld. Failure of the County's Project Manager to convey approval or disapproval within the five days shall be deemed to constitute County's approval of the scope. The scope shall generally include installation of a new elevator, HVAC systems to heat and cool the 3<sup>rd</sup> and 4<sup>th</sup> floor of CJB, window replacement or modification, security integration, and finish of space including walls, wiring, plumbing, etc. where needed and to include customary equipment and fixtures.

- b. City and County shall jointly participate in good faith in the coordination and management of the required facility improvements to house the municipal inmates pursuant to the terms of this agreement. City will be responsible for awarding contracts for and managing the construction of the space identified for City inmates. County agrees to assign a project manager ("County's Project Manager") to monitor construction activities and to cooperate and assist the City in the coordination and management of the work. In order to provide a single point of communications with the design professional and contractors, and in recognition of the fact that City will hold the contracts for the design and construction of the project, the parties agree that the City representative will act as the primary contact with the design professional and the contractor. County's Project Manager shall give any comments to the design professional and contractor through the City's representative. All City contractor employees must clear a background check by the County before beginning construction. 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 23 hereof.
- c. Reusable and recycled furnishings, equipment, or supplies from the existing MCI facility will be utilized as agreed upon jointly by the City and the County in this project.
- d. The City's standard contract indemnification and insurance requirements shall also include the County as an indemnitee and as an additional insured, respectively.
- e. 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 to the County.

12. PROGRAMMING.
  - a. Onsite Programming. If the City provides onsite programming, City shall provide independent funding for the mutually agreed upon programming and services for City inmates. County agrees to provide programming space on site for the delivery of these programming services to City inmates, to the extent practicable.
  - b. Offsite Programming. If the City provides offsite programming, City shall provide independent funding for the programming and services for City inmates. County agrees to make inmates available to the City transportation unit to access off site programming and services, in accordance with jointly developed policies.
13. JOINT ADVISORY COMMITTEE. A joint advisory committee shall be created, consisting of City and County officials.
  - a. The Committee will be comprised of four (4) County representatives and four (4) City representatives, and will be co-chaired by the County and City. Representatives will be selected by the County's Chief Administrative Officer for the County and the City's City Manager for the City..
  - b. The Committee shall act in an advisory role regarding the jailing operation for the City, and provide input regarding the services provided to the City inmates.
  - c. The Committee shall meet at least quarterly.
14. MODIFICATION. This Agreement shall not be amended, modified, or canceled without the written consent of both parties to this Agreement. The County's Director of Corrections and the City's Director of Neighborhood Services or their designee, 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.
15. 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. However, City shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property arising out of the transportation of any City inmate in accordance with paragraph 3, or any other acts taking place outside the County's detention facility to the extent permitted by law and subject to sufficient appropriations by the City Council.

16. TERM. The term of this Agreement shall be for five years, commencing on May 1, 2009, and terminating on April 30, 2014, subject to sufficient appropriations by the City Council as set out in section 24 hereof.
17. ASSIGNMENT. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the City and/or the County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.
18. 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 courts of the State of Missouri and waive venue.
19. 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.
20. 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.
21. CONFLICTS OF INTEREST. City and County warrant that no officer or employee of the City 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.
22. COMPLIANCE WITH LAW. City 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.
23. TERMINATION.
  - a. Notice. City or County may terminate this Agreement at any time by giving twelve months notice in writing to the other party.
  - b. Termination for Cause. City 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 required under this Agreement. If one party gives the other notice of intent to terminate for cause, the non-terminating party shall have 15 days to cure 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.

- c. If the Agreement is terminated by the City, the County will be paid for all services and associated costs up to the date of termination. No reimbursement of the capital investment by the City will be made by the County.
  - d. If the County terminates the Agreement within the first five (5) years for reasons other than cause, a pro-rata share of the capital improvement investment made by the City will be repaid by the County to the City calculated on an annual basis.
24. NON-APPROPRIATION. The parties recognize that City intends to satisfy its financial obligation to 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. 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 has not and will not in the future agree to give priority or parity to the application of such funds to the housing of City inmates at any other facility, other than the overflow agreements with Clay County Detention Center, Cass County Detention Center and Platte County Detention Center executed in 2009; and,
  - c. 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. City warrants that it has adequate funds to meet its obligations hereunder during the current calendar year.
25. 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 telefacsimile delivery, addressed to:

If to City: Les Washington, Director, Neighborhood and Community Services  
414 E 12<sup>th</sup>, 4<sup>th</sup> floor  
Kansas City, MO 64151  
Fax: (816) 513-3201

With a courtesy copy to the City Attorney  
Galen Beaufort  
414 E 12<sup>th</sup>, 28<sup>th</sup> Floor  
Kansas City, MO 64151  
Fax: (816) 513-3133

If to County: Mike Sanders, County Executive  
415 E 12<sup>th</sup>, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

26. WARRANTY. City and County warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.
27. INCORPORATION. This Agreement incorporates the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, City 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 David Park for 5/5/09  
Les Washington, Director  
Neighborhood and Community Services

By MSa  
Michael D. Sanders, County Executive

APPROVED AS TO FORM:

By [Signature]  
Assistant City Attorney

By Mark S. Jones  
Mark S. Jones, Jackson County Counselor

ATTEST:

By Vicki Thompson  
City Clerk

By Mary Jo Spino  
Mary Jo Spino, Clerk of the Legislature