

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and Sheriff to execute an Intergovernmental Cooperative Agreement with the City of Kansas City, MO, concerning the housing of city inmates in the Jackson County Detention Center, for a fee payable to the County.

RESOLUTION NO. 20336, December 16, 2019

INTRODUCED BY: Theresa Galvin, County Legislator

WHEREAS, the City of Kansas City, MO (“City”), the Kansas City, Missouri Police Department (“KCPD”) and the County previously implemented a regional solution to jailing in Jackson County, Missouri (the “Jail”); and,

WHEREAS, under the most recent Intergovernmental Cooperative Agreement authorized by Resolution 18659, dated November 17, 2014, entered into on December 11, 2014 (“Agreement”), the City housed 175 City inmates and detainees and 100 KCPD arrestees and detainees at the Jail; and,

WHEREAS, on June 22, 2018, the County terminated the Agreement with an end date of June 25, 2019; and,

WHEREAS, on January 1, 2019, the Jackson County Sheriff (“Sheriff”) took over the operation of the Jail within the County’s governmental structure; and,

WHEREAS, since the Sheriff has operated the Jail, the Sheriff has focused on the safety, security, and wellness of the inmates; and,

WHEREAS, the Sheriff has worked to reduce overcrowding and understaffing issues in the Jail while continuing to protect and serve the citizens of Jackson County, Missouri; and,

WHEREAS, with the termination of the Agreement, the City removed 175 City inmates and detainees and 100 KCPD arrestees and detainees from the County Jail on June 25, 2019; and,

WHEREAS, the City's removal of 175 City inmates and detainees and 100 KCPD arrestees and detainees allowed the Sheriff to alleviate the overcrowding and understaffing of the Jail; and,

WHEREAS, the City contracted with Vernon County, Missouri, and Johnson County Missouri for 110 inmate beds, and Heartland Center for Behavioral Change ("Heartland") to house the 110 City inmates and detainees and KCPD arrestees and detainees; and,

WHEREAS, beginning on January 1, 2020, the City intends to use Heartland for only rehabilitation services and remove the City's inmates and detainees and KCPD's arrestees and detainees; and,

WHEREAS, pursuant to the attached Intergovernmental Cooperative Agreement, the County will agree to take back up to forty-five City inmates; and,

WHEREAS, the City now houses City inmates and detainees at Vernon County, Missouri, and Johnson County, Missouri, to eliminate overcrowding; and,

WHEREAS, the City and the County have an interest in keeping Jackson County citizens safe and protecting them from those that need to be kept off the streets of Jackson County, Missouri; and,

WHEREAS, the City has examined all available alternatives for housing City inmates; and,

WHEREAS, the Sheriff recommends that, in order to improve the safety of Jackson County, Missouri residents, the County should house up to 35 men and 10 women or 45 men or 45 women City inmates at the cost to the city of \$110 per inmate per day; and,

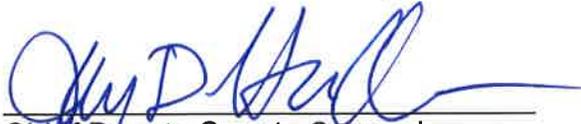
WHEREAS, the initial term of the Agreement would be from December 19, 2019, until March 31, 2020, with renewal options; and,

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Jackson County, Missouri and the City, for the County to house City inmates under these conditions, and to enter into the attached Intergovernmental Cooperative Agreement; now therefore,

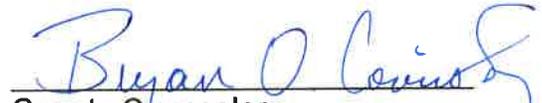
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and Sheriff be and hereby are authorized to execute the attached Intergovernmental Cooperative Agreement with the City of Kansas City, MO.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20336 of December 16, 2019, was duly passed on December 16, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

12.16.19

Date



Mary Jo Spino, Clerk of Legislature

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

THIS AGREEMENT, made as of this ____ day of ____, 2019, by and between Jackson County, Missouri, (“County,”) and the City of Kansas City, Missouri, a municipal corporation, (“City”).

WHEREAS, the City, the Kansas City, Missouri Police Department (KCPD) and the County previously implemented a regional solution to jailing in Jackson County, Missouri (the “Jail”); and

WHEREAS, under the most recent Intergovernmental Cooperative Agreement entered into on December 11, 2014 (“Agreement”), the City housed 175 City inmates and detainees and 100 KCPD arrestees and detainees at the Jail; and

WHEREAS, on June 22, 2018, the County terminated the Agreement with an end date of June 25, 2019; and,

WHEREAS, on January 1, 2019, the Jackson County Sheriff (“Sheriff”) took over the operation of the Jail within the County’s governmental structure; and

WHEREAS, since the Sheriff has operated the Jail, the Sheriff has focused on the safety, security and wellness of the inmates; and

WHEREAS, the Sheriff has worked to reduce overcrowding and understaffing issues in the Jail while continuing to protect and serve the citizens of Jackson County, Missouri; and

WHEREAS, with the termination of Agreement, the City removed 175 City inmates and detainees and 100 KCPD arrestees and detainees from the County Jail on June 25, 2019; and

WHEREAS, the City’s removal of 175 City inmates and detainees and 100 KCPD arrestees and detainees allowed the Sheriff to alleviate the overcrowding and understaffing of the Jail; and

WHEREAS, the City contracted with Vernon County, Missouri, Johnson County Missouri for 110 inmate beds, and Heartland Center for Behavioral Change (“Heartland”) to house the 110 City inmates and detainees and KCPD arrestees and detainees; and

WHEREAS, beginning on January 1, 2020, the City intends to use Heartland for only rehabilitation services and remove the City’s inmates and detainees and KCPD’s arrestees and detainees; and

WHEREAS, the County has offered to take back City inmates; and

WHEREAS, the City will continue to house City inmates and detainees at Vernon County, Missouri and Johnson County, Missouri to eliminate overcrowding; and

WHEREAS, the City and the County have an interest in keeping Jackson County Citizens safe and protecting them from those that need to be kept off of the streets of Jackson County, Missouri; and

WHEREAS, the City examined all available alternatives for housing City inmates; and

WHEREAS, the County desires to improve the safety of Jackson County, Missouri residents by housing up to 35 men and 10 women or 45 men or 45 women City inmates; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Jackson County, Missouri, and the City to house City inmates under these conditions, and to enter into this Intergovernmental Cooperative Agreement; and,

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 to be housed in County correctional facilities.

2. DEFINITION. "City inmate" shall mean any person convicted of a municipal ordinance violation in the City of Kansas City and sentenced to a term of confinement by a Kansas City, Missouri Municipal Judge (including those awaiting a trial de novo in associate circuit court). The County's Director of Corrections shall have discretion to accept a limited number of City detainees who do not fall within this specific definition.

3. PAYMENT.

(a) **Daily Rate.** The City shall pay the County/Sheriff the amount of \$110.00 per calendar day or any portion of a calendar day for City inmate beds used by a City inmate plus all actual medical expenses. Examples of medical expenses chargeable to the City hereunder are the costs of any durable medical equipment and prescription medications provided by the County's contract medical provider to City inmates. City shall pay the County for only the beds actually used by City inmates. At no time shall the total number of the City inmate population exceed 45 beds within the ratios defined herein.

(b) **City's Financial Obligation.** City shall order all services to be provided by County under this Agreement by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to

County under this Agreement until the City issues a Purchase Order to County. County shall not provide any services in excess of the dollar amount contained in any Purchase Order and County shall not be entitled to any payment in excess of the dollar amount on the Purchase Orders from City. Each Purchase Order that City issues to County incorporates this Agreement by reference, even if the Purchase order does not so state.

- (c) **Payment Schedule.** Payments for the County's services provided pursuant to this Agreement shall be made on a monthly basis, within 30 days of the County submitting an invoice.

4. BASIC JAILING SERVICES FOR CITY INMATES AND DETAINEES.

- (a) **Operational Requirements.** The County shall fully manage the City Inmates. The City shall not have any responsibility for County correctional facility operations or for inmate management within the facility.
- i. The County is under no obligation to accept for initial confinement any City inmate who does not meet the County's medical and/or mental health "fit for confinement" standards.
 - ii. City shall provide all transportation for City inmates, including, but not limited to: going to and returning from all court appearances, non-emergency offsite medical as required by the County's medical provider, dental, or other treatment, and offsite court-ordered programming.
 - iii. City shall provide reasonable notice to the Sheriff and County of any transportation, in accordance with jointly developed policies. City and County shall each appoint a transportation contact person.
 - iv. City shall at all times be fully responsible for City inmates during any transportation of the inmates. While the City inmates are away from the JCDC the inmates shall be under the full care and custody of the City during this time.
 - v. County will transport inmates and detainees within the facility as necessary.
 - vi. City inmates will be admitted or returned to custody by means of City-provided transportation.
 - vii. City shall be fully responsible for determining who remains in custody and who is to be released on a daily basis.
 - viii. 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. County will communicate through email to the City population control officer any movements of inmates in and out of the facility.

- ix. If an inmate becomes a threat to staff, other inmates, or himself or herself, or is in a medical condition beyond the capability of the County's contract medical provider to deal with—as determined by Jackson County's Manager of Detention, the inmate will be not automatically removed. The County's exercise of its right to have an inmate removed from its custody for such reasons will only occur after an active dialogue between the County's Manager of Detention and the City's representative regarding ongoing placement. Conditions for possible removal may include: inmates who are on suicide precautions or mental health watch or who are in need of medical treatment beyond the County facility's capabilities. City will retrieve an inmate within two hours upon notification that the inmate needs relocation.
- (b) **Basic Services.** The County agrees to provide the following: correctional officers, administrative and support service staff, housing, bathing, 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.** The County agrees to provide onsite basic medical, and dental services and provide access to offsite medical and mental health services. City may provide telemedicine mental health services through the City's provider, Truman Medical Services at City's sole cost and expense. The County will provide space, any computer hookups, internal transfer and cooperation for Truman Medical Services to treat City inmates.
- (d) **Inmate Capacity.** A total of 45 City inmate beds will be provided by the County and Sheriff in a designated area, of which 10 will be available only for women inmates and 35 will be available only for male inmates. In lieu of the 35 male beds and 10 female beds, the City can elect to house 45 men or 45 women inmates. At no time shall the total number of inmates exceed 45 for the City inmate population within the provided male/female ratios unless mutually agreed to in writing by the Parties.
- (e) **Population Management.** County shall notify the City if the City inmate population exceeds what is provided for herein. The City shall be responsible for instructing the County which inmate(s) to release or notify the County and Sheriff which inmate(s) the City will be transferring to another facility and the City shall provide transportation in a timely manner. City will coordinate transportation with the City, Vernon County, Johnson County and any other correctional institution housing City inmates.

- (f) **Hygiene Packs for City Inmates.** The County will provide necessary items for hygiene purposes to all inmates; and the County reserves the right to charge inmates for said supplies if the persons have funds in their commissary accounts during confinement.

5. HEALTH CARE OF CITY INMATES. County shall provide basic medical and dental treatment to City inmates in accordance with existing County Policies and paid by the City. The medical treatment protocols and decisions for all City inmates and detainees shall be the sole responsibility of the County's medical provider. In the event, offsite medical treatment is required by the County's medical provider for a City inmate, the City shall be responsible for providing transportation to and from all offsite health care treatment services unless it is a medical emergency and an ambulance will be immediately arranged. For all offsite medical treatment, the care and custody of the inmate shall transfer from the County to the City as applicable upon exiting the County's facility. If the County is required to transport a City inmate out of the County facility for offsite medical care, the City shall pay a transportation fee of \$100 per hour or any portion of an hour beyond two hours per corrections officer that County transport staff is required to escort and/or guard a City inmate while away from the County facility.

In accordance with applicable law, the City and County are not financially obligated to fund the expense of services provided at offsite health care treatment but are obligated to provide access to said services as directed by the County onsite medical provider.

6. TERM.

- (a) **Initial Term.** The initial term of this Agreement shall be from December 19, 2019, until March 31, 2020.
- (b) **Renewal terms.** The Parties shall have the mutual option of renewing this Agreement for additional terms of up to 180 days. Each such renewal option must be exercised in a writing signed by the appropriate official(s) of each Party, at least sixty days prior to the start of the renewal term unless this 60-day period is waived by the County. The Sheriff shall have the authority to exercise any renewal option of the County.

7. MODIFICATION. This Agreement shall not be amended, modified, or canceled without written consent of any party to this Agreement. The Parties 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 the parties.

8. 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.

9. 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

Sheriff/County without any approved required the City. 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; any such purported assignment without the City's consent shall be void and confer no rights on any third parties.

10. 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 16th Circuit Court of Jackson County, Missouri with venue at Kansas City.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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, certified 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
 511 E. 11th 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 County: County Executive
 415 E. 12th Street, 2nd Floor
 Kansas City, Missouri 64106

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

and

 Jackson County Sheriff
 4001 NE Lakewood Court
 Lee's Summit, Missouri 64064

and

County Counselor
415 E. 12th St., 2d Floor
Kansas City, Missouri 64106

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

18. 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 _____
Acting City Manager

By _____
County Executive

By _____
Sheriff

APPROVED AS TO FORM:

By _____
Assistant City Attorney

By _____
Jackson County Counselor

ATTEST:

By _____
Clerk of the Legislature, Jackson County