

**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,

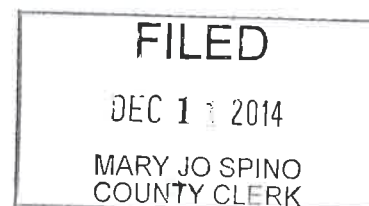
WHEREAS, the City and KCPD want KCPD to relocate the KCPD's Detention Services from their 8th Floor Operation at KCPD Headquarters to Jackson County Detention Center (JCDC); and,

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.



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 45th 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 6th 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 16th 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 (1/5th 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 (1/5th 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, 1st 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

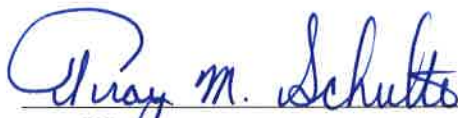
22. WARRANTY. City, KCPD, and County warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

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

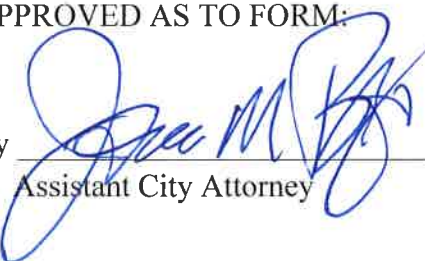
By 
City Manager

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 16th 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 by Mgr 11/20/2014

Director of Finance

EXHIBIT B
KCPD JAILING OPERATIONAL REQUIREMENTS

1. ARRESTS OR DETENTION BY KCPD.

- (a) **Booking.** For all arrests or detainers made by KCPD, KCPD shall enter and book the detainee into the KCPD's jail management system. Data shall be entered into the County jail management system by the KCPD prior to intake into the JCDC/RCC manually or electronically. In the event this data is to be electronically communicated, the City will provide and maintain the interface. The County shall provide cooperation and assistance as needed.
- (b) **Arrestees held at KCPD Division Facilities.** If an individual is arrested or detained by KCPD for any reason, KCPD will first transport the person to a KCPD Division Facility unless qualified as a Direct Drop under Subsection (d). The detainees shall be held at an alternative location generally at least four hours from arrival and up to six hours per KCPD policy. From time to time, KCPD may transfer detainees to the County prior to the four hours to facilitate the flow of intakes.
- (c) **Release or Transfer of KCPD Detainees.**
1. Release or Transfer of KCPD detainees. KCPD shall make a good faith effort to process and release as many detainees for release as possible within the 4 – 6 hours hold period at the KCPD Division Facilities.
 2. KCPD will hold all detainees at a KCPD Division Facility until the person is:
 - a. released; or
 - b. released pursuant to a bond or other court order; or
 - c. transported by KCPD to the JCDC/RCC
- (d) **Direct Drop Uncooperative Detainees.** KCPD, in its sole discretion, may directly transport an arrestee ("direct drop arrest") to the JCDC instead of a KCPD Division Facility if in the opinion of the KCPD arresting officer with approval of a KCPD supervisor and the Population Control Supervisor described herein, an arrestee:
- is belligerent, or
 - is violent, or
 - is seriously uncooperative, or
 - is fighting with the officer.

The County will provide up to two cells available for direct drops, counted against the total 100 bed capacity for KCPD. No more than two direct drop

uncooperative detainees will be housed at JCDC at any one time. It shall be the Population Control Supervisor's responsibility to determine if direct drop uncooperative spaces are available prior to transport by the arresting officer. It shall be within the County's sole discretion to determine when the arrestees are able to be moved into the general KCPD population housing.

For all direct drops made by the KCPD, KCPD shall perform all booking functions including property inventory. KCPD shall coordinate between KCPD's Population Control Supervisor and the County's staff to ensure fingerprints and mug shots and positive identification are obtained for each KCPD direct drop prior to release or relocation into the general KCPD population.

The Joint Advisory Committee shall include review of Direct Drop Arrestees on as needed basis.

2. INVENTORY OF KCPD DETAINEE'S PROPERTY.

- (a) **Inventory and Secured Property.** Prior to transporting the detainee to JCDC, KCPD shall secure and inventory all property of the arrestee and/or detainee and place all arrestee and detainee property in an individualized secured container for property storage provided by the County at no additional cost to the City or KCPD. KCPD shall inventory and document the detainee's personal property on a County approved form, and shall be responsible for securing said property in the individualized secured container for property storage.
- (b) **Jumpsuit.** In the event the detainee is going to be transported to JCDOC/RCC, KCPD shall remove the detainee's clothing and require them to change into a KCPD provided paper jumpsuit as noted in Section 3. The jumpsuits shall be provided by the KCPD. KCPD shall not be required to perform a full search or clean the detainee but shall properly secure the clothing with other property as described herein.
- (c) **Transport of Property.** KCPD shall transport the detainee's property in a secure container with the detainee to JCDC/RCC, and the County shall store the property in a secure location and provide the property to the individual upon release. Acceptable items to be kept with the arrestee or detainee when booked into the JCDC.

Generally, only property that can be contained in the property storage containers provided by the County shall be accepted. It should be noted that any evidence shall be retained by the KCPD and properly stored by KCPD. The County's storage is for the arrestee/detainees personal property and does not encompass all evidence storage for the KCPD.

- (d) **Property Disputes.** KCPD shall be responsible for any property disputes arising for an arrestee's or detainee's property inventoried and packaged by a KCPD employee at a KCPD Division Station and transferred to the JCDC so as long as the KCPD seal securing the property storage container is intact upon release. The County will document the seal being in tact upon transferring the property storage container contents to the individual being released and require the individual receiving the contents signs a release that the seal was in tact and that all contents were accounted for. The County's only role will be to provide storage of property and release of the property upon release of the detainee, arrestee, or inmate.

KCPD shall not be responsible for any arrestee's or detainee's property recovered by the County's staff if the County obtains the property once the individual is physically at JCDC, or if the KCPD secure seal on the property storage container has been broken after it has been deposited in the secure property storage room. In the event the KCPD secure seal on the property storage container has been broken upon release, the County will compare the contents with the inventory on the form submitted by KCPD at intake. The County shall be responsible for any property disputes arising out of this circumstance only.

- (e) KCPD and the County shall develop a mutually accepted practice for detainee property.

3. ARRESTEES' JUMPSUIT.

- (a) Prior to KCPD's transport of an arrestee or detainee to JCDC, KCPD will have the detainee changed into the KCPD provided paper jumpsuit. KCPD shall add the arrestee's or detainee's personal clothing to the detainee's individualized secured container for property storage and make a record of the detainee's property. The KCPD shall provide the jumpsuit at no additional cost to the County.
- (b) KCPD shall provide temporary clothing for an arrestee or detainee due to an detainee's clothing being recovered as evidence in a crime or in the event the arrestee's or detainee's clothing is soiled.

4. TRANSPORTATION

(a) General Provisions

1. The KCPD Population Control Supervisor, in his or her sole discretion, is authorized to schedule transport of detainees to manage detainee workflow. KCPD shall transport any detainees who remain at a KCPD Division Facility generally after the minimum 4 to 6 hour hold period to the ground floor of the JCDC for housing. The detainees will be held for either video arraignment, court appearance or until bond is made.

2. KCPD shall conduct a screening process prior to KCPD's transportation of the arrestee to JCDC to determine arrestees' fitness for incarceration or the arrestee's need for hospital treatment.
3. KCPD will be responsible for the care, custody and control of an arrestee until KCPD transfers the arrestee to the County. Once KCPD transfers an arrestee to the County at the JCDC, the County will be responsible for the care, custody or control of the arrestee.

- (b) **KCPD Arrestees from City Municipal Court.** In the event an individual is arrested or taken into custody at the City Municipal Court, the City shall transport the individual to the KCPD intake for processing in the same manner as any other detainee KCPD will be responsible for booking, mug shot, fingerprinting, positive identification, and collecting all property for inventory and storage.

5. SPACE REQUIREMENTS

- (a) **Housing.** The County shall provide space in the JCDC for up to a total of 100 male and/or female KCPD detainees at the JCDC. The space shall be designed and constructed in accordance with the plans and specifications agreed upon by the County, City, or KCPD. A minimum of eighteen (18) beds will be designated for female detainees. In the event the number of female detainees substantially fluctuates with historical trends, the County reserves the right to notify the KCPD and limit the number of beds available for female detainees.
- (b) **Booking Equipment.** The County shall provide space in the JCDC for KCPD's mug shot equipment for KCPD to take photographs of arrestees; and an AFIS for use by KCPD Population Control Supervisor.
- (c) **Interview Room.** At least one interview room to be used exclusively for KCPD Detectives within the JCDC for interrogations. The County shall provide all necessary furniture including chairs and a table in each room. The City and/or KCPD shall be responsible for providing and maintaining any and all recording equipment necessary for the interview room.
- (d) **Video Arraignment.** The County shall provide an area where Kansas City Municipal Court video arraignment or other video court proceedings can be held. Space for video arraignment and other video court proceedings for both KCPD and RCC shall be made available on site at JCDC by the County; however, the City shall acquire, provide, install, and maintain all necessary equipment and connectivity to the City municipal court. The County staff will escort the individual to the video location for arraignment or court proceedings. KCPD shall move KCPD's existing equipment at the JCDC and the County shall provide space for all necessary KCPD equipment.

- (e) **Sally port.** The County shall provide a “Sally port” or covered area where KCPD patrol wagon vehicles can park and offload arrests. The Sally port shall be a secured area allowing for a minimum of four transport vehicles at any period of time.

6. INTAKE OPERATIONS FOR INMATES AND DETAINEES.

- (a) **KCPD Designated Population Control Supervisor.** KCPD shall provide a full time on site Ledger Officer 24 hours a day, 7 days a week, as an employee of the KCPD, at the JCDC in order to manage the jail population and the process for intake of all KCPD arrestees or detainees; and release of municipal detainees and / or inmates from the RCC. KCPD shall be responsible for all matters related to employment including but not limited to pay, benefits, work comp, performance evaluations, discipline, code of conduct, and training. JCDC shall be notified at least one week in advance as to the assignment for all shifts. The County shall provide secure access for approved individuals.
- (b) **Scheduled Intake / Release.** In order to manage the jail population, both KCPD and RCC detainees will be scheduled for drop offs by the KCPD Ledger Office at JCDC intake to ensure an orderly and manageable flow through intake. The schedule will be determined by KCPD Population Control Supervisor and JCDC staff working with both the district stations and the City’s Municipal Court for drop offs, but shall manage the intake and release population **to no more than 10** detainees or inmates per hour unless an emergency operation has been activated.
 - 1. In the event of an emergency, the County shall accommodate accepting more than one arrestee at a time or ten in one hour (for example, station transfers, mass arrest situations, etc.). KCPD and the County agree to develop a joint critical incident plan that accounts for KCPD’s potential needs in a mass arrest or critical incident. The County and KCPD will mutually agree upon mass arrest population plan.
- (c) **Acceptance of Inmates and Detainees.** The County shall accept RCC inmates and KCPD detainees 24 hours per day 7 days per week 365 days a year at the JCDC. The County shall hold the following types of RCC inmates and KCPD detainees:
 - i. all male and female adults;
 - ii. all inmates, detainees and arrestees that are disabled under the Americans with Disabilities Act (ADA) and County shall meet all ADA requirements and any other applicable laws in the care and custody of inmates, arrestees and detainees;
 - iii. all inmates, detainees, and arrestees with communicable diseases or illnesses that do not require immediate medical care as determined by the

County's medical provider and has been deemed fit for confinement by the County and the County's medical provider.

- iv. the County shall accept all arrestees and detainees from the district stations after hold time at a district station regardless of the charges even if the arrestee or detainee is belligerent, fighting, or non-cooperative so long as the County determines the person is fit for confinement, once the KCPD has completed positive identification and booking into the respective computers management systems. No arrestee, detainee, or inmate shall be held by the County without a positive identification.
- (d) **Screening.** The County will at minimum perform a quick screen as defined by the County policies and procedures for all detainees for housing at central intake at JCDC for initial short term housing. It shall be the County's sole discretion as to the appropriate housing for each arrestee or detainee. The County shall provide housing, food, and medical care consistent with the current American Correctional Association standards and all applicable laws to those persons in custody.
- (e) **Separation of Arrestees and/or Detainees.** Upon the request of the City or KCPD, the County shall segregate multiple arrestees, detainees, or inmates, involved in a single crime for interrogation purposes in separate areas as space allows.

In its sole discretion, KCPD may require some arrestees or detainees to be held separately from other arrestees or other individuals involved in a case and from the general inmate population (no contact) during the investigation arrest period. The County shall accommodate these separations as needed and as space allows. KCPD may require restricted or no telephone access during the investigation arrest period, and the County shall ensure that the proper procedures are followed for these arrestees or detainees as permitted by law.

7. FIT FOR CONFINEMENT

- (a) **Intake.** No arrestee or detainee shall be admitted into the County's facility unless they are deemed fit for confinement by the County and the County's onsite medical provider. In the event the detainee or inmate is not fit for confinement, the arrestee or detainee will not be admitted into intake and will remain the responsibility of the KCPD for the care and custody of the arrestee and/or detainee until such time as a medical provider certifies their fitness for confinement.
- (b) **Immediate Offsite Care Required.** In the event the detainee or inmate requires immediate medical care, it shall be the responsibility of the KCPD to arrange for the appropriate transportation for medical care and the appropriate supervision, maintaining custody of the arrestee or detainee.

- (c) **During Confinement.** If at any time during the detainee confinement in the KCPD short term housing unit the person becomes unfit for confinement in the County's sole discretion, the KCPD will have the responsibility to release the detainee or arrange for transportation of the detainee for off site medical care, unless there is a medical emergency in which an ambulance will be called. The decision to release or retain the individual in custody shall be in the sole discretion of the KCPD. If KCPD intends to have the individual transported for medical assistance and not release the individual, the KCPD shall assume the responsibility for the care, custody, and control of said individual upon exiting the County's facility.

8. RELEASE OR TRANSFER OF ARRESTEES.

- (a) **Bonds.** The County shall accept bonds from KCPD Police Division Stations and shall release the arrestees and detainees upon notification from KCPD that the bond has been satisfied or upon other court order. The County will not directly accept bonds for municipal detainees, arrestees, or inmates. The County will directly accept bonds on state offenders and City trail de novo and manage the associated release process with the Circuit Court in coordination with KCPD.
- (b) **Transfer.** Upon the initial appearance of the arrestee at the City Municipal Court or the 16th Circuit Court, the detainee or inmate will either be released or become a Regional Correctional Center (RCC) or JCDOC detainee or inmate.

In the event the detainee and/or inmate is to be transferred to the RCC or JCDOC, upon notification by the KCPD Population Control Supervisor of the move and identification of available capacity in either RCC or JCDC, the County agrees to make the transfer within 3 hours absent exceptional circumstances. The County will follow full intake procedures prior to transfer provided by and managed by the County. Once transferred by the County, the individual shall be taken off of the KCPD 100 bed roster count and transferred to the RCC roster or JCDOC roster count. RCC and the JCDC detainees and/or inmates will be housed separately and will only have incidental contact throughout the facility.

9. POPULATION CONTROL SUPERVISOR.

- (a) Population Control Supervisor Provided by the KCPD
- i. KCPD shall provide, at KCPD's sole cost and expense, a Population Control Supervisor to be physically located at the JCDOC who shall be on duty 24 hours per day/7 days per week/365 days per year.
 - ii. The Population Control Supervisor shall manage the KCPD population intakes/releases and to remain within the 100 bed maximum capacity for KCPD arrestees and detainees at any time. The Population Control

4. Monitor the available space in the JCDC and plan for transfers to the JCDC from the KCPD;
5. Coordinate Kansas City Municipal Court video arraignment or other municipal court hearings;
6. Coordinate with KCPD Division DFOs and Patrol Bureau staff;
7. Manage the RCC population and coordinate with the City and the Municipal Court as necessary; and,
8. Provide an internal contact between KCPD and the County's staff.

The County shall have no responsibility for the above listed items, but all necessary data and information shall be shared with the County and entered into the County's computer corrections management system by the City and the KCPD for all individuals being held at the County facilities.

- (g) **Computer Hardware.** County authorizes KCPD to install KCPD's computer hardware and printers for the Population Control Supervisor's use. City and KCPD shall provide and maintain all computer hardware, printers, software, and associated applications.
- (h) **Scheduling the Population Control Supervisor.** KCPD shall schedule the Population Control Supervisors, with at least a one week notification to the County of work assignments. Proper access into the facility will be provided to the assigned Population Control Supervisor by the County.
- (i) **Coordination.** The County and KCPD shall coordinate between the Population Control Supervisor and JCDC's staff for prisoner movement (for example, video arraignment appearances, interrogation requests by KCPD Detectives, etc.). The City shall provide the Population Control Supervisor with an RCC City contact to manage the RCC population 24 hours a day, 7 days a week.

9. **Electronic Equipment.**

- (a) **Telephone Monitoring.** The County shall provide a telephone monitoring system that allows detainees, and / or inmates to make phone calls. This system shall be a monitored system that will allow KCPD members and other law enforcement agencies to obtain copies of records or actual telephone conversations as permitted by law, except for legally protected conversations. The County shall provide access to the system to KCPD at no additional cost to KCPD.
- (b) **Video Link.** The City shall install, at City's own expense, a video link between the JCDC and Kansas City Municipal Court that meets all of the requirements of KCPD and the City. The City and County shall work together to ensure seamless connectivity. The City shall be responsible for ensuring the connectivity meets the security requirements of the Court and any other regulations.

Ord. 4689

Maintain Purchase Order

Purchase Order

Business Unit: DEP27
PO ID: 2700000301
Copy From:

PO Status: Pend Appr
Budget Status: Valid
Hold From Further Processing

*PO Date: 11/26/2014 Vendor Search
*Vendor: JACKSON CO-016 Vendor Details
*Vendor ID: 0000005503 JACKSON COUNTY FINANCE DEPT
*Buyer: accounts Finance Accounts

Receipt Status: Not Recvd
*Dispatch Method: Phone Dispatch
Amount Summary
Merchantise: 970,000.00
Freight/Tax/Misc.: 0.00 Calculate
Total Amount: 970,000.00 USD
Encumbrance 970,000.00 USD
Balance:

eBuilder Ref ID:
Header Details
PO Defaults
Add Comments
Add Items From Purchasing Kit
Catalog
Item Search

Select Lines To Display
Line: [] To: [] Retrieve

Line	Item	Description	PO Qty	*UOM	Category	Price	Merchantise Amount	Status
1		Construction	1.0000	LOT	91430	970,000.0000	970,000.00	Pending

View Printable Version
View Approvals

Close Short All Lines

*Go to: ... More

Add

Handwritten signature and date: 11/26/14

Maintain Purchase Order

Schedules

Unit: DEP27
PO ID: 2700000301

Vendor: JACKSON CO-016
PO Date: 11/26/2014

PO Status: Pending Approval

[Return to Main Page](#)

Lines

Line: 1 Item:

Construction

PO Qty: 1.0000 LOT

Merchandise Amt:

Find | View All | Fir

Personalize | Find | View All | First

Sched	Due Date	Ship To	Ship to GLN	*PO Qty	Price	Merchandise Amount	Status
1	12/26/2014	M02	Q	1.0000	970,000.000000	970,000.00	Active

[Add ShipTo Comments](#)

[Save](#) [Return to Search](#) [Notify](#) [Refresh](#)

[Add](#)

[New Window](#) [Help](#) [Personalize Page](#) [http](#)

Maintain Purchase Order

Distributions for Schedule 1

Unit: DEP27 Vendor: JACKSON CO-016
 PO ID: 2700000301 Item: Construction
 Line: 1
 Schedule: 1 Status: Active

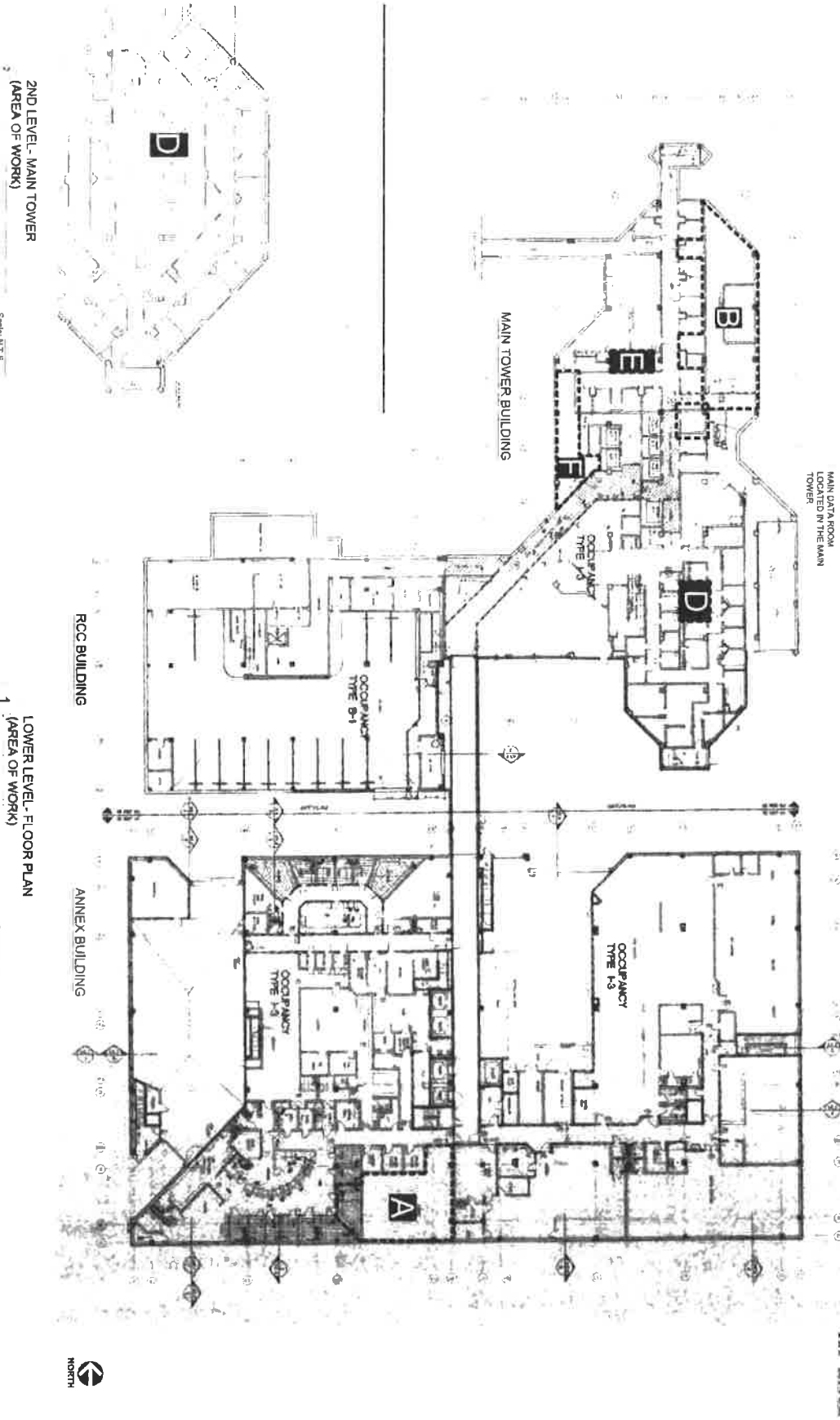
*Distribute By: Quantity 1.0000
 Amount 970,000.00 U
 *Liquidate by: Amount 970,000.00 U
 SpeedChart: Multi-SpeedCharts Doc. Base Amount: 970,000.00 U

Personalize | Find | View All | | | 1 of 1

Chartfields	Details/Tax	Asset Information	Req Detail	Statuses	Budget Information									
Dist	Status	Percent	PO Qty	Merchandise Amount	Currency	*GL Unit	Fund	DeptID	*Account	Sub-Field	ABC	Oper Unit	PC Bus Unit	Proj
1	Open	100.0000	1.0000	970,000.00	USD	KCMBL	1000	272210	611060					

OK Cancel Refresh

EXHIBIT C Ord. 4689



2ND LEVEL - MAIN TOWER
(AREA OF WORK)

Scale: N.T.S.

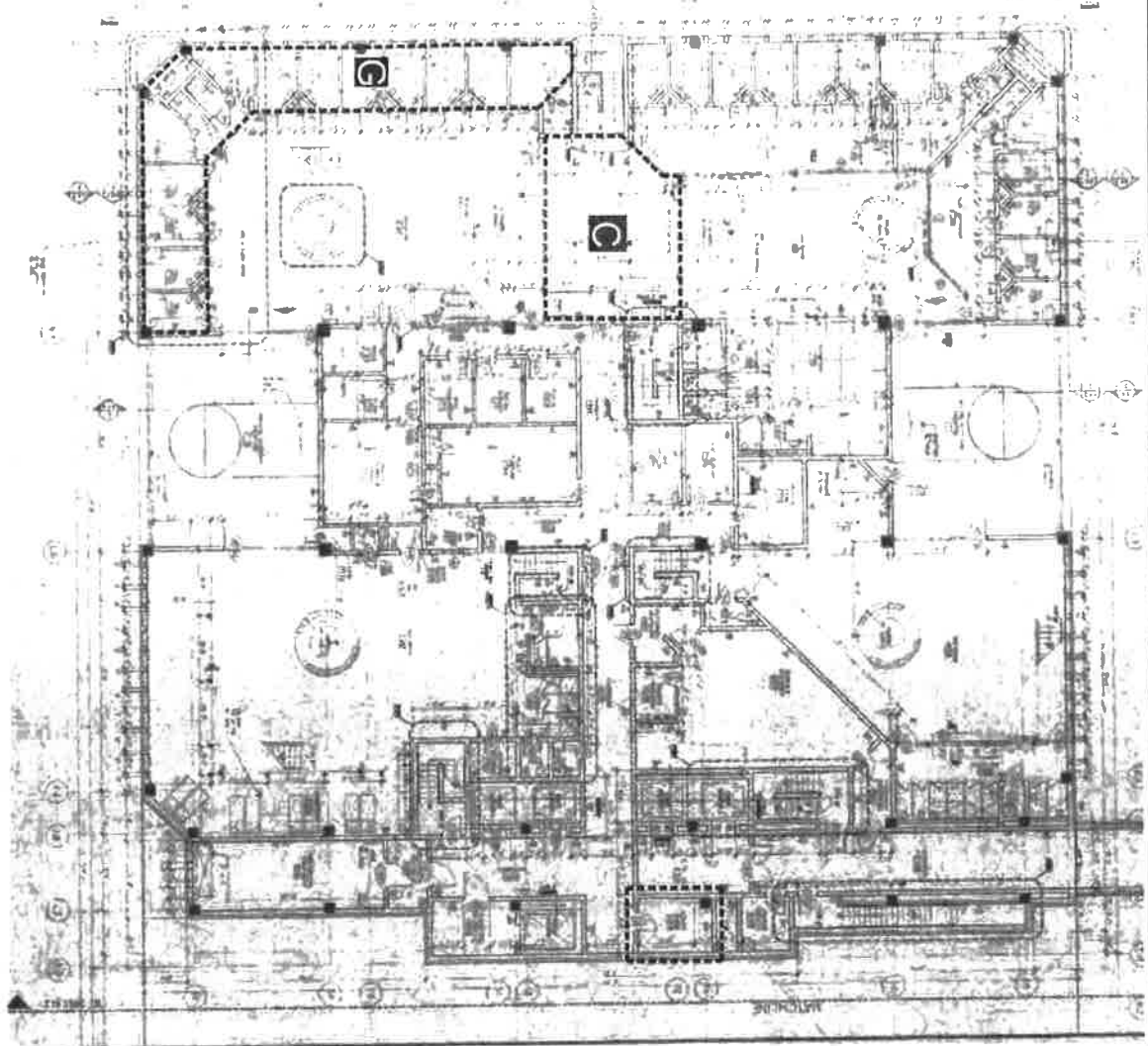
1 LOWER LEVEL - FLOOR PLAN
(AREA OF WORK)

Scale: N.T.S.

SHEET 100.00 3 of 61	JACKSON COUNTY, MISSOURI DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 303 W. WALNUT INDEPENDENCE, MO 64050 PROJ. MANAGER P. 318-931-4728 FAX P. 318-931-1700	PROJECT NAME KANSAS CITY DETENTION CENTER 2014 RENOVATIONS AND REMODEL 1315 LOCUST STREET KANSAS CITY, MISSOURI 64108	SHEET TITLE 1315 LOCUST STREET DETENTION CENTER- AREA OF WORK
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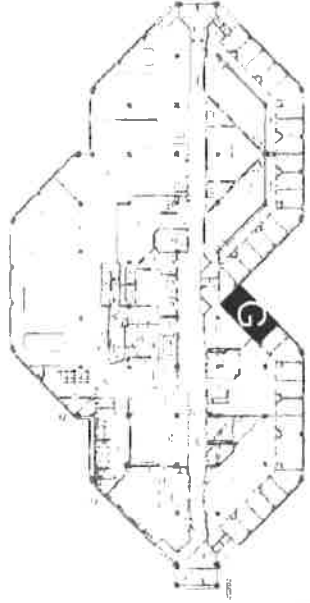
Ord. 4689

1
UPPER LEVEL - FLOOR PLAN ANNEX
BUILDING (AREA OF WORK)
Scale: N.T.S.



ANNEX DATA
ROOM LOCATION

2
SEVENTH LEVEL - FLOOR PLAN
MAIN TOWER (AREA OF WORK)
Scale: N.T.S.



REFERENCES: SEE ONLY

UNNOTED
AREA OF WORK

SHEETS 4 of 61	DATE 10/1/01	DESIGNED BY CHANG & MERRILL	PROJECT NAME JACKSON COUNTY, MISSOURI DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 303 W WALNUT INDEPENDENCE, MO 64050 PHO: MANAGER + 316-861-4729 FAX #316-861-1700	SHEET TITLE 1315 LOCUST STREET DETENTION CENTER- AREA OF WORK (2)	DRAWN BY CHANG & MERRILL