



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, December 16, 2024
5:00 PM

Location: Hybrid

We invite you to view the meeting in person in the 5th Floor Conference Room, Suite 515, Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/87348728263>

Webinar ID: 873 4872 8263

Phone one-tap:

+17193594580,87348728263# US

+12532050468,87348728263# US

Join via audio:

+1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 507 473 4847 US, +1 564 217 2000 US, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US
888 475 4499 US (Toll-Free) 877 853 5257 US (Toll-Free)

International numbers available: <https://us02web.zoom.us/j/87348728263>

Name

Absent

Commissioner Tom Burroughs, Chair

☐

Commissioner Mike Kane

☐

Commissioner Chuck Stites

☐

Commissioner Bill Burns

☐

Commissioner Phil Lopez

☐☐

I. **Call to Order/Roll Call**

II. **Revisions to December 16, 2024, Agenda**

III. **Approval of standing committee minutes. No minutes available.**

IV. Committee Agenda

Item No. 1 - RESOLUTION: FISCAL YEAR 2025 COMMUNITY PROGRAMS - JUVENILE JUSTICE INVOLVED YOUTH PROGRAMS

Synopsis: Adoption of a resolution to apply for FY2025 Community Programs - Juvenile Justice Involved Youth Programs in the amount of \$472,280, no matching funds are required.

It is requested that this item be fast-tracked to the December 19, 2024, Board of Commissioners meeting.

Tracking #: 21556

Item No. 2 - RESOLUTION: APPROVING AGREEMENT BETWEEN UNIFIED GOVERNMENT AND PIPER USD 203 REGARDING SCHOOL CROSSING GUARDS

Synopsis: A resolution approving an agreement between the Unified Government and Piper USD 203 for the provision of one school crossing guard by the UG and reimbursement by Piper USD 203. The attachments are the Resolution and the Draft Agreement.

Tracking #: 21606

Item No. 3 - RESOLUTION: APPROVING AGREEMENT BETWEEN UNIFIED GOVERNMENT AND USD 500 REGARDING SCHOOL CROSSING GUARDS

Synopsis: A resolution approving an agreement between the Unified Government and USD 500 for the provision of up to 28 school crossing guards by the UG and reimbursement by USD 500.

Tracking #: 21607

Item No. 4 - RESOLUTION: AUTHORIZING UG TO ENTER INTO INSTALLMENT-PURCHASE AGREEMENT WITH ZOLL MEDICAL CORPORATION

Synopsis: A resolution authorizing the UG to enter into an installment-purchase agreement with Zoll Medical Corporation, and to approve the execution of certain documents in connection therewith.

It is requested that this item be fast-tracked to the December 19, 2024, Board of Commissioners meeting.

Tracking #: 21616

Item No. 5 - ORDINANCE: AMENDING CHAPTER 5 OF THE UNIFIED GOVERNMENT CODE OF ORDINANCES DISCONTINUING NON-EMERGENCY AMBULANCE SERVICES

Synopsis: Approval of an ordinance related to Chapter 5 Ambulances of the Code of Ordinances related to the Unified Government as the sole provider of ambulance service in the city of Kansas City, Kansas; and removing the restriction on nonemergency transports.

It is requested that this item be fast-tracked to the December 19, 2024, Board of Commissioners meeting.

Tracking #: 21620

Item No. 6 - PRESENTATION: STATE OF KANSAS OPIOID FUNDING FOR 2025

Synopsis: A presentation based on the received proposals, a total of \$456,794 of the City funding and \$653,594 of the County funding is recommended for allocation to the Police, Fire, Health, Community Corrections, District Attorney, and Sheriff's Office as detailed in the attachment.

For Information Only

Tracking #: 21564

V. Public Agenda

VI. Adjourn



Report to

MEETING DATE	PRESENTER	DEPARTMENT
DEC 10 2024	Deasiray Bush, Program Coordinator dbush@wycokck.org x5110	Transportation
AGENDA ITEM #		
RESOLUTION: FISCAL YEAR 2025 COMMUNITY PROGRAMS - JUVENILE JUSTICE INVOLVED YOUTH PROGRAMS		
BACKGROUND		
Adoption of a resolution to apply for FY2025 Community Programs - Juvenile Justice Involved Youth Programs in the amount of \$472,280, no match is required.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Agenda Grant info, Resolution for DOT Youth Micro Transit Grant Application		

Approved by Mayor and/or Chair and Administrator to add to agenda.

[Signature] 12/10/2024
[Signature]
 12-11-24

Agenda Item: Resolution: Transportation Department FY2025 Community Programs - Juvenile Justice Involved Youth Programs.

Background

Adoption of a resolution to submit an application for FY2025 Community Programs - Juvenile Justice Involved Youth Programs.

- Seeking approval to apply for Kansas Department of Corrections FY2025 Community Programs - Juvenile Justice Involved Youth Programs.
- State Request: \$472,280
- Zero match requirement
- Application is due January 1, 2025
- Grant Description: The Kansas Department of Corrections is pleased to announce the release of a grant application to help support communities in providing services to youth that are at risk for juvenile offenders and their families, juveniles experiencing behavioral health crisis and their families and children who have been administered a risk and needs assessment and have been identified as needing services pursuant to K.S.A. 38-2292 (Youth identified as CINC - Child in Need of Care).
- Project Name: Juvenile Justice Youth Transit
- Project Description: The Juvenile Justice Youth Transit Connect program offers a vital resource by ensuring safe and reliable transportation for youth to and from community programs. This initiative is particularly commendable for its commitment to accessibility and support in facilitating the rehabilitation and integration of juvenile justice-involved youth into society. By providing tailored transportation solutions, the program addresses a critical need in our community, ensuring that these youth have the necessary means to access educational, rehabilitative, and supportive services effectively.

Microtransit, as utilized by the program, represents a forward-thinking approach to transportation services. Its flexibility and responsiveness to passenger demand are well-suited for meeting the unique needs of juvenile justice-involved youth. By leveraging small vehicles and utilizing technology to optimize routes, the Juvenile Justice Youth Transit Connect program not only enhances transportation efficiency but also enhances safety and reliability, which are paramount in ensuring the well-being and progress of the youth it serves.

RESOLUTION NO. _____

**A RESOLUTION FOR THE WYANDOTTE COUNTY TRANSPORTATION
DEPARTMENT'S APPLICATION FOR THE FY2025 COMMUNITY PROGRAMS
JUVENILE JUSTICE INVOLVED YOUTH PROGRAMS GRANT FROM THE
KANSAS DEPARTMENT OF CORRECTIONS, AND ALLOCATION OF FUNDS FOR
ELIGIBLE USES**

WHEREAS, the Unified Government Transportation Department wishes to apply for the two-year FY2025 Community Programs Juvenile Justice Involved Youth Programs grant through the Kansas Department of Corrections the application deadline of which is January 1 2025.

WHEREAS, the Unified Government Transportation Department will use the grant funds to create the Juvenile Justice Youth Transit Connect program to offer services to youth at risk of becoming juvenile offenders and their families, juveniles experiencing behavioral health crisis and their families, and children who have been administered a risk and needs assessment and have been identified as needing services pursuant to K.S.A. 38-2292;

WHEREAS, the Juvenile Justice Youth Transit Connect program will provide safe and reliable transportation for youth to and from community programs, ensuring that these youth have the necessary means to access educational, rehabilitative, and supportive services effectively; and

WHEREAS, the Unified Government Transportation Department expects to receive an award decision within 60 days of application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AS FOLLOWS:

Section 1. The Unified Government Board of Commissioners hereby approves the Transportation Department's application for the FY2025 Community Programs Juvenile Justice Involved Youth Programs grant.

Section 2. If the Unified Government Transportation Department receives the FY2025 Community Programs Juvenile Justice Involved Youth Programs grant, the Unified Government Board of Commissioners hereby approves the Transportation Department's use of the grant to provide safe and reliable transportation for youth to and from educational, rehabilitative, and supportive services in the community.

Section 3. If the Unified Government Transportation Department receives the FY2025 Community Programs Juvenile Justice Involved Youth Programs grant, the County Administrator and other officers, agents, and employees of the Unified Government are hereby authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 4. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF _____, 2024.**

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Casey Meyer, Senior Counsel cmeyer@wycokck.org x2851	Legal
AGENDA ITEM #		
RESOLUTION: Approving an agreement between the Unified Government and Piper USD 203 for the provision of one school crossing guard by the UG and reimbursement by Piper USD 203		
BACKGROUND		
A resolution approving an agreement between the Unified Government and Piper USD 203 for the provision of one school crossing guard by the UG and reimbursement by Piper USD 203. The attachments are the Resolution and the Draft Agreement.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution for Crossing Guard at Piper USD 203 (003), DRAFT UG Piper school crossing guard Agreement 11.19.2024 (004)		

Approved by Mayor and/or Chair and Administrator to add to agenda.

Approved: Action, CAO
By Date 7. 12.4.24

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND PIPER USD NO. 203 FOR THE PROVISION OF A SCHOOL CROSSING GUARD.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, Piper USD No. 203 and Unified Government, have determined that the interests and welfare of the public will best be served by an Agreement for the Unified Government to provide a School Crossing Guard to serve at Piper USD No. 203; and

WHEREAS, the parties have reached and prepared an Agreement describing the responsibilities of the parties concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Unified Government is hereby authorized to enter said agreement by signature of the County Administrator and who is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone A. Garner, Mayor CEO

ATTEST

Unified Government Clerk

PIPER USD 203 SCHOOL CROSSING GUARD AGREEMENT

THIS PIPER USD NO. 203 SCHOOL CROSSING GUARD AGREEMENT (the “Agreement”), is made and entered into by and between the BOARD OF EDUCATION of PIPER SCHOOL DISTRICT No. 203, ("School District"), a political subdivision of the State of Kansas, 3130 North 122nd Street, Suite A, Kansas City, Kansas 66109, and the UNIFIED GOVERNMENT of KANSAS CITY/WYANDOTTE COUNTY (“Unified Government”) a political subdivision of the State of Kansas, 701 North 7th Street, Kansas City, KS 66101.

WITNESSETH

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, as amended, municipalities and certain public agencies, including political subdivisions of the State of Kansas as defined therein, are authorized to enter into agreements to perform any governmental service or undertaking authorized by law to perform; and

WHEREAS, the School District and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action regarding the provision of a school crossing guard in accordance with K.S.A. 8-15,104; and

WHEREAS, the governing bodies of the School District and the Unified Government have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

Term

This Agreement shall be effective on the date it is signed by the parties, and shall continue through the last day of the 2024-2025 school year as designated by the School District’s academic calendar, provided that the term may be extended by the School District as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. This agreement may be extended upon agreement of both parties.

Termination

This Agreement may be terminated without cause by either party upon 30 days prior written notice.

Relationship of Parties

The Unified Government and School District shall have the status of an independent contractor for purposes of this Agreement. All Crossing Guards provided by the Unified Government shall be considered employees of the Unified Government, subject to the Unified

Government's control and supervision. The School District agrees to cooperate with the Unified Government in the case of any administrative investigation regarding violations of procedure. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties.

Purpose

This Agreement is established for the purpose of jointly providing for a School Crossing Guard to serve at an elementary school crossing as designated by Piper USD No. 203 Schools, Kansas City, Kansas.

Consideration

In consideration of the assignment of one school crossing guard at the School District, the School District agrees to pay the Unified Government for each hour the crossing guard is assigned at the District. The rate shall be as follows: \$15.00 per hour for 2 hours per day, and a \$6.00 daily per diem.

The Unified Government shall provide the necessary equipment for the school crossing guard to carry out their duties.

The invoice submitted by the Unified Government shall be paid within thirty (30) days of receipt by School District.

Description of Arrangement

Unified Government agrees to employ and provide one school crossing guard for use at an elementary school within the School District. The school crossing guard shall perform the duties set forth in Exhibit A, attached hereto and incorporated by reference.

Notice of Default and Corrective Action

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

Notice

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the Unified Government, notice shall be mailed to the attention of the County Administrator at the above address. Either party may notify the other to designate a different address for mailing.

General Provisions

- A. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- B. **Assignability.** Neither party may assign this Agreement without prior written approval of both parties.
- C. **Limitation.** Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas Law.
- D. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
- E. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.
- F. **Counterparts.** The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this USD NO. 203 SCHOOL CROSSING GUARD AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
David. W. Johnston, County Administrator

ATTEST:

By: _____
(Name) _____ , _____ (title)

DATED this ____ day of _____, 2024.

BOARD OF EDUCATION OF
PIPER SCHOOL DISTRICT No. 203.

By: _____
, Board President

ATTEST:

By: _____

EXHIBIT A

1. One crossing guard will be provided to the District for use at an elementary school crossing.
2. The Unified Government will equip the crossing guard with the following:
 - a. Safety Vest
 - b. Hat
 - c. Gloves
 - d. Stop sign
 - e. Whistle
 - f. Rain/snow gear
3. Shifts will be limited to 2 hours per day.
 - a. 7:45-8:45 am
 - b. 2:45-3:45 pm



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Casey Meyer, Senior Counsel cmeyer@wycokck.org x2851	Legal
AGENDA ITEM #		
RESOLUTION: Approving an agreement between the Unified Government and USD 500 for the provision of up to 28 school crossing guards by the UG and reimbursement by USD 500		
BACKGROUND		
A resolution approving an agreement between the Unified Government and USD 500 for the provision of up to 28 school crossing guards by the UG and reimbursement by USD 500, submitted by Casey Meyer, Senior Counsel, Legal Department. The attachments are the Resolution and the Draft Agreement.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution for Crossing Guard at USD 500, DRAFT UG USD 500 school crossing guard Agreement 11.25.2024 (002)		

Approved by Mayor and/or Chair and Administrator to add to agenda.

Approved: Acting CAO
R. P. [Signature] 7. Coe 12.4.24

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND UNIFIED SCHOOL DISTRICT NO. 500 FOR THE PROVISION OF A SCHOOL CROSSING GUARD.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, Unified School District No. 500 (USD 500) and Unified Government, have determined that the interests and welfare of the public will best be served by an Agreement for the Unified Government to provide School Crossing Guards to serve at USD 500; and

WHEREAS, the parties have reached and prepared an Agreement describing the responsibilities of the parties concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Unified Government is hereby authorized to enter said agreement by signature of the County Administrator and who is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone A. Garner, Mayor CEO

ATTEST

Unified Government Clerk

UNIFIED SCHOOL DISTRICT NO. 500 SCHOOL CROSSING GUARD AGREEMENT

THIS UNIFIED SCHOOL DISTRICT NO. 500 CROSSING GUARD AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION of UNIFIED SCHOOL DISTRICT NO. 500, ("School District"), a political subdivision of the State of Kansas, 3130 North 122nd Street, Suite A, Kansas City, Kansas 66109, and the UNIFIED GOVERNMENT of KANSAS CITY/WYANDOTTE COUNTY ("Unified Government") a political subdivision of the State of Kansas, 701 North 7th Street, Kansas City, KS 66101.

WITNESSETH

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, as amended, municipalities and certain public agencies, including political subdivisions of the State of Kansas as defined therein, are authorized to enter into agreements to perform any governmental service or undertaking authorized by law to perform; and

WHEREAS, the School District and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action regarding the provision of a school crossing guard in accordance with K.S.A. 8-15,104; and

WHEREAS, the governing bodies of the School District and the Unified Government have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

Term

This Agreement shall be effective on the date it is signed by the parties, and shall continue through the last day of the 2024-2025 school year as designated by the School District's academic calendar, provided that the term may be extended by the School District as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. This agreement may be extended upon agreement of both parties.

Termination

This Agreement may be terminated without cause by either party upon 30 days prior written notice.

Relationship of Parties

The Unified Government and School District shall have the status of an independent contractor for purposes of this Agreement. All Crossing Guards provided by the Unified Government shall be considered employees of the Unified Government, subject to the Unified

Government's control and supervision. The School District agrees to cooperate with the Unified Government in the case of any administrative investigation regarding violations of procedure. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties.

Purpose

This Agreement is established for the purpose of jointly providing for School Crossing Guards to serve at school crossings as designated by UNIFIED SCHOOL DISTRICT NO. 500 in Kansas City, Kansas.

Consideration

In consideration of the assignment of up to 28 school crossing guards at the School District, the School District agrees to reimburse the Unified Government for each hour the crossing guard is assigned at the District. The rate shall be as follows: \$15.00 per hour for 2 hours per day, and a \$6.00 daily per diem per guard. Medicare, Federal OASDI Contribution and SUI Tax Withholding will also be applied.

The Unified Government shall provide the necessary equipment for the school crossing guard to carry out their duties. Reimbursements for equipment will be as needed per guard, not to exceed \$42.86 per guard.

The invoice submitted by the Unified Government shall be paid within thirty (30) days of receipt by School District.

Description of Arrangement

Unified Government agrees to employ and provide up to 28 school crossing guards for use at school crossings designated within the School District. The school crossing guard shall perform the duties set forth in Exhibit A, attached hereto and incorporated by reference.

Notice of Default and Corrective Action

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

Notice

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the Unified Government, notice shall be mailed to the attention of the County Administrator at the above address. Either party may notify the other to designate a different address for mailing.

General Provisions

- A. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- B. **Assignability.** Neither party may assign this Agreement without prior written approval of both parties.
- C. **Limitation.** Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas Law.
- D. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
- E. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.
- F. **Counterparts.** The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this UNIFIED SCHOOL DISTRICT NO. 500 CROSSING GUARD AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
David. W. Johnston, County Administrator

ATTEST:

By: _____
(Name) _____, _____ (title)

DATED this ____ day of _____, 2024.

BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 500

By: _____
, Board President

ATTEST:

By: _____

EXHIBIT A

1. Up to 28 crossing guards will be provided to the District for use at street crossings designated by the School District.
2. The Unified Government will equip the crossing guards with the following:
 - a. Safety Vest
 - b. Hat
 - c. Gloves
 - d. Stop sign
 - e. Whistle
 - f. Rain/snow gear
3. Shifts will be limited to 2 hours per day.
 - a. 7:45-8:45 am
 - b. 2:45-3:45 pm



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Rankin, Assistant Counsel mkrankin@wycokck.org x5085	Fire Department
AGENDA ITEM #		
RESOLUTION: AUTHORIZING UG TO ENTER INTO INSTALLMENT-PURCHASE AGREEMENT WITH ZOLL MEDICAL CORPORATION		
BACKGROUND		
A resolution authorizing the UG to enter into an installment-purchase agreement with Zoll Medical Corporation, and to approve the execution of certain documents in connection therewith, submitted by Keath Rankin, Assistant Counsel, Legal Department.		
RECOMMENDATION		
Approve Fast Track 12/16/2024 PWS Agenda. Approval of resolution. Fast-track to 12/19/2024 Full Commission meeting. Needs fast-tracked in order for Fire Dept. to be able to submit PO first thing in 2025 and therefore still be under 2024 prices. Prices may increase dramatically if we wait.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
IT/POLICY CONSIDERATIONS		
N/A		
PROCUREMENT CONSIDERATIONS		
N/A		
LEGAL CONSIDERATIONS		
N/A		
ATTACHMENTS		
Zoll Purchase Agreement Resolution 2024, Kansas City KS - ZOLL Purchase Agreement - For Execution		

Approved by Mayor and/or Chair and Administrator to add to agenda.

Keath Rankin → need to be reviewed by budget for approval

RESOLUTION NO. R-_____

**RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO AN
INSTALLMENT-PURCHASE AGREEMENT, AND TO APPROVE THE
EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to enter into an agreement with Zoll Medical Corporation (“Zoll”) to purchase twenty-six (26) X Series Advanced Monitor/Defibrillator’s and other related equipment (the “Equipment”) to be used by KCKFD EMS, and;

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into an installment-purchase agreement, pursuant to K.S.A. 10-1116b and c, (the “Purchase Agreement”) with Zoll, under which the UG will purchase the Equipment from Zoll, and pay to Zoll 20% of the total purchase price following the execution of this agreement; 20% of the total purchase price February 15, 2026; 20% of the total purchase price February 15, 2027; 20% of the total purchase price February 15, 2028; and the remaining balance February 15, 2029.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY KANSAS, AS FOLLOWS:

Section 1. Authorization of Installment-Purchase Transaction. The Unified Government states its intent to make installment payments on some or all of the Equipment with a maximum capital cost of \$1,110,015.72, an annual average effective interest cost of 0%, and with \$0.00 paid for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

Section 2. Authorization and Approval of Unified Government Documents. The Purchase Agreement is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the agreement being conclusive evidence of such approval.

The obligation of the Unified Government to pay make installment payments (as memorialized in the Unified Government’s Purchase Agreement, attached hereto as **Attachment A**) under the Purchase is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Purchase Agreement will be construed so as to give effect to such intent.

The County Administrator is hereby authorized to execute and deliver the Purchase Agreement on behalf of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Purchase Agreement and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this _____, 2024.

Tyrone A. Garner, Mayor/CEO

ATTEST:

Unified Government Clerk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Purchase Agreement

THIS AGREEMENT, made this _____ day of _____ 2024, by and between the **Unified Government of Wyandotte County/Kansas City, Kansas**, hereinafter called "Unified Government", and **ZOLL Medical Corporation**, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The Unified Government is a participating member of the group purchasing organization, Public Safety Association Inc. (PSAI) (the "GPO"). ZOLL and the GPO have previously entered into that certain PSAI Agreement 2021-06 dated as of November 12, 2021 (the "Underlying Agreement") to allow for the purchase by participating members of ZOLL capital equipment, software, accessories and/or supplies (collectively "Products"). The terms of the Underlying Agreement are hereby incorporated herein.

This Agreement pertains to the purchase by the Unified Government of capital equipment and related accessories from Contractor. In addition, the Unified Government and Contractor previously entered into that certain ALS/BLS Software Solutions Master Application Service Provider Agreement dated October 27, 2021 (the "SaaS Agreement"), under which Contractor provides to the Unified Government cloud-based software-as-a-service ("SaaS"), Implementation Services or Deployment Services and Support Services (collectively, the "SaaS Services"). The SaaS Agreement remains in full force and effect and shall govern the continued provision of SaaS and the SaaS Services by Contractor pursuant to any quotes issued by Contractor and orders subsequently issued by the Unified Government.

ARTICLE I

1.01. The Contractor shall supply, install and furnish such items and services as described and specified in its June 25, 2024 Price Quote (#Q-73601-v4).

Specifically, Contractor shall provide the Unified Government with 26 ZOLL X-Series Manual Monitor/Defibrillators ("Equipment") for:

- a. The total purchase price/capital cost of the Equipment and Software as a Service: **\$ 1,110,015.72**;
- b. The annual average effective interest cost: **0%**;
- c. The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost: **\$0.00**.

Payment Terms: 20% of the total purchase price/capital cost is due 30 days

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following the execution of this Agreement; 20% of the total capital cost is due February 15, 2026; 20% of the total capital cost is due February 15, 2027; 20% of total capital cost is due February 15, 2028, and the remaining balance of the total capital cost is due February 15, 2029.

- 1.02. Unified Government hereby purchases from Contractor, the Equipment in accordance with this Agreement. The purchase price/capital cost shall be disbursed as provided in Section 1.01.
- 1.03. The Unified Government is obligated to make payments as provided in Section 1.01 as may lawfully be made from funds budgeted and appropriated for that purpose during the Unified Government's then current fiscal year. Should the Unified Government fail to budget, appropriate or otherwise make available funds to make payments under Section 1.01, this Agreement shall be deemed terminated. The Unified Government agrees to deliver notice to Contractor of such termination at least 90 days prior to the end of the then current term. If this Agreement is terminated in accordance with this Section, the Unified Government agrees, at its cost and expense, to peaceably deliver any unpaid for Equipment to Contractor at the location or locations to be specified.
- 1.04. It is understood that the representative for the Unified Government shall be **Sharon Reed**.
- 1.05. The term "Contract Documents" shall mean the documents listed below which have been incorporated herein and as part of this agreement and shall include the following in order of precedent with respect to any capital equipment and accessories (it being understood and agreed by the parties that the SaaS Agreement governs the provision of SaaS and the SaaS Services):
 - a) Agreement;
 - b) Exhibit A – Resolution authorizing Purchase Agreement; and
 - c) Exhibit B - ZOLL Medical Corporation's June 25, 2024 Price Quote.
 - d) Public Safety Association Inc. Contract #2021-06 dated November 12, 2021, and all Amendments thereto (the "Underlying Agreement").
- 1.06. Reserved.
- 1.07. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE II

Unified Government represents, covenants and warrants for the benefit of Contractor as follows:

- 2.01. Unified Government is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

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- 2.02. Unified Government has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- 2.03. This Agreement constitutes the legal, valid and binding obligation of Unified Government enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- 2.04. Unified Government has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- 2.05. Unified Government will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation under the laws of the State of Kansas.
- 2.06. Unified Government has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Unified Government of the Equipment listed on the Schedules that currently exist.
- 2.07. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Unified Government of this Agreement or in connection with the carrying out by its of its obligations hereunder have been obtained.
- 2.08. The Equipment described in this Agreement is essential to the function of the Unified Government or to the service the Unified Government provides to its citizens. The Unified Government has an immediate need for the Equipment listed herein and expects to make immediate use of the Equipment. The Unified Government's need for the Equipment is not temporary and the Unified Government does not expect the need for any item of the Equipment to diminish in the foreseeable future. The Equipment will be used by the Unified Government only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of the Unified Government's authority.

ARTICLE III

GENERAL CONTRACTUAL PROVISIONS

- 3.01. **Compliance with Law.** This Section 3.01, Compliance with Law, is provided as set forth in Section 18.0, Compliance with Law and Regulation, of the Underlying Agreement.

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- 3.02. Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
- 3.03. Modification of Agreement.** This Section 3.03, Modification of Agreement, is provided as set forth in Section 3, Modifications, of the Underlying Agreement”.
- 3.04. Assignment.** This Section 3.04, Assignment, is provided as set forth in Section 25.0, Assignment, of the Underlying Agreement.
- 3.05. Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. . The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

3.05.1 Appropriation of Funds

The purchase order issued by the Unified Government under and pursuant to the laws of the State of Kansas to fund the acquisition of the assets quoted in CONTRACTOR's June 25, 2024 Quotation (“Assets”). If, after the first fiscal year in which the assets are financed, funds are not appropriated or otherwise made available to continue making payments for the Assets in a subsequent fiscal year, then the Unified Government may terminate this Agreement as of the last day for which funds were appropriated or otherwise made available, but shall be obligated to pay all payments incurred through the end of that fiscal year. The Unified Government incurs no obligation under this Agreement for any period of time for which funds are not appropriated. It is reasonably expected that payments under this Agreement will be paid from annual appropriations of the Unified Government.

In the event of non-appropriation, the Unified Government shall provide CONTRACTOR a written notification to the effect that no funds have been appropriated or otherwise made available for payments due under this Agreement or for the acquisition of substantially similar Assets to replace those provided under this Agreement, to the extent permitted by law. In such event, within 120 days the Unified Government at its own expense and at

CONTRACTOR's direction shall ship the assets to a location within the contiguous United States specified by CONTRACTOR.

3.05.2 Best Efforts for Funding

The Unified Government will use its best efforts to obtain funding each fiscal year for the assets financed and purchased under this Agreement.

3.06. Payment of Taxes. The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.

3.07. Licenses and Permits. This Section 3.07, Licenses and Permits, is provided as set forth in Section 18.0, Compliance with Law and Regulation, of the Underlying Agreement”.

3.08. Independent Contractor Relation. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.

3.09. Discrimination in Delivery of Services Prohibited. During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

3.10. Equal Opportunity and Affirmative Action.

- a. CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. Reserved.
- e. Reserved.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a material breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to reasonable inspection by the Kansas Human Rights Commission or by the Unified Government in accordance with Kansas state law.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

3.11. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106

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(Gratuities and Kickbacks) of the Procurement Code.

- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 3.12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
- 3.13. **Severability.** This Section 3.13, Severability, is provided as set forth in Section 26.0, Severability, of the Underlying Agreement.
- 3.14. **Entire Agreement.** The Underlying Agreement, this Agreement and its attachments set forth the parties' entire agreement with respect to the provision of capital equipment and related accessories by Contractor. The SaaS Agreement remains in full force and effect with respect to the provision of SaaS and the SaaS Services by Contractor. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
- 3.15. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever, provided this section does not alter the Unified Government's liability for its own actions.
- 3.16. **Termination for Default.** If a party refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the other party may notify the defaulting party in writing of the delay or nonperformance and, if not cured in thirty (30) days or any longer time specified in writing the non-defaulting party may terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination.

CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within a reasonable time, not to exceed thirty (30) days of the cause of the delay and the failure arises out of causes out of the Contractor's control, including, but not limited to acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, natural disaster, fires, floods, shortages or disruptions in the supply chain, accidents, epidemics, pandemics, quarantine restrictions, strikes, or other labor disputes, Internet or other communication line failure not the fault of the

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affected Party, wars (declared and undeclared), acts of terrorism, riots, embargoes, energy or material shortages and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected Party will immediately give notice to the other Party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement without being in breach of this Agreement.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by either party will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If a party is adjudged bankrupt or insolvent;
- If a party makes a general assignment for the benefit of its creditors;
- If a trustee or receiver is appointed for a party or any of its property;
- If a party files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR disregards the authority of the Procurement Officer as it pertains to CONTRACTOR's obligations under this Agreement;

3.17. Termination for Convenience. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR within sixty (60) days of termination date, specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the

notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

- 3.18. Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be resolved in accordance with the provisions of the Underlying Agreement.
- 3.20. Availability of Records and Audit.** This Section 3.20, Availability of Records and Audit, is provided as set forth in Section 13.0, Audit, of the Underlying Agreement.
- 3.21. Limit of Liability.** Unless otherwise prohibited by law, IN NO EVENT SHALL EITHER PARTY, OR ANY OF THEIR SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.22. Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all third-party claims, losses, damages, judgments or costs to the extent arising directly from CONTRACTOR's negligent acts or omissions. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
- 3.23. Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

+++

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) original forms which shall be deemed an original on the date first above written.

OWNER:

Unified Government

By _____
David W. Johnston
County Administrator

CONTRACTOR:

ZOLL Medical Corporation

(Contractor)

By _____

Name _____

Address **269 Mill Road** _____

Chelmsford, MA 01824 _____

Tracking ID: 21620



Report to

MEETING DATE	PRESENTER	DEPARTMENT
DEC 16 2024	Dennis Rubin, Fire Chief drubin@kckfd.org X5951	Fire Department
AGENDA ITEM #		
ORDINANCE: AMENDING CHAPTER 5 OF THE UNIFIED GOVERNMENT CODE OF ORDINANCES DISCONTINUING NON-EMERGENCY AMBULANCE SERVICES		
BACKGROUND		
Approval of an ordinance related to Chapter 5 Ambulances of the Code of Ordinances related to the Unified Government as the sole provider of ambulance service in the city of Kansas City, Kansas; and removing the restriction on nonemergency transports.		
RECOMMENDATION		
Approve		
Approve and forward to Board of Commissioners		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
N/A		
PROCUREMENT CONSIDERATIONS		
N/A		
LEGAL CONSIDERATIONS		
Legal has reviewed this item.		
ATTACHMENTS		
Ch 5 Ambulance ordinance amendments 12.9.24, Non-Emergency, Chapter 5 – Ambulance ordinance amendments, Non-Emergent Transfers		

Approved by Mayor and/or Chair and Administrator to add to agenda.

12/10/2024

Approved: *[Signature]*
12-11-24

Published _____

ORDINANCE NO. _____

An ordinance relating to Chapter 5 Ambulances, amending sections 5-1 (Findings and purpose), 5-2 (Definitions), 5-3 (Unified Government to be sole provider of ambulance service in the city; exceptions thereto), and 5-4 (Violations) of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. That Chapter 5 Ambulances, sections 5-1 (Findings and purpose), 5-2 (Definitions), 5-3 (Unified Government to be sole provider of ambulance service in the city; exceptions thereto), and 5-4 (Violations), of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, is amended to read as follows:

Sec. 5-1. Findings and purpose.

The unified government hereby declares as a matter of legislative determination that:

- (1) Protecting the public's health and safety through the provision of high quality emergency medical service and nonemergency (routine transport) ambulance service constitutes an important and legitimate governmental interest of the unified government board of commissioners.
- (2) Clinical studies demonstrate that patients have a higher potential for survival and recovery in communities utilizing advanced life support (ALS) in providing emergency medical service.
- (3) The city has handled all first responder services in the city since 1974 and has provided all paramedic first responder services since 1995.
- (4) Emergency medical service is provided for patients in circumstances that call for immediate action by highly trained persons and the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of the patient.
- (5) The fixed cost of providing emergency medical ambulance service is high because expensive ALS equipment is required and because sufficient capacity to meet peak demands within an adequate response time must be maintained, even though full emergency capacity is not utilized for every request for transportation in an ambulance.

- (6) The failings and inefficiencies of multiple ambulance services competing against one another in a single market (a fragmented system) fall upon the patients whose lives and health depend upon the quality of the service provided.
- (7) Use of a private ambulance service provider for all transports in the city resulted in an increase in subsidies to the provider and lack of control of costs and response times by the unified government.
- (8) The FLSA overtime provisions that contributed to KARE being abolished are no longer an issue.
- (9) An integrated system, in which the unified government provides both the first response and transport ambulance service eliminates the incentive that is created by a fragmented system and allows the unified government more control over response times and costs.
- (10) Having the unified government provide both the first responder and transport ambulance services maximizes the level of patient care by ensuring regular access to emergency patients.
- (11) For the economic and quality of care reasons stated in this section, an integrated/single ambulance service provided by the unified government is a reasonable means of furthering the important and legitimate governmental objective of protecting the health and safety of its citizens through the provision of high quality emergency medical service and routine transport ambulance service.
- (12) The unified government desires to upgrade and improve the quality of emergency medical service available to its citizens.
- (13) An integrated ambulance system provided by the unified government provides the single best opportunity for the longterm clinical, operational and financial stability of emergency medical and ambulance transport service in the city.
- (14) Some defined and specialized ambulances services, including, but not limited to, long distances transports may be best served by the utilization of a private contractor.
- (15) In addition, the fairest and most beneficial method for the city to establish an integrated emergency medical service is to have the option to seek competitive proposals from local and national providers of emergency medical ambulance service to contract with to provide certain defined and specialized ambulance services needed within the city.
- (16) The procurement code and regulations authorize the city to solicit competitive sealed proposals for the provision of defined specialized ambulance services.
- (17) Due to the small volume of calls and highly specialized nature and need for specialized equipment of neo-natal and pediatric transports from hospitals located in the city, these calls may best be served by the free market unless initiated by a 911 call.
- (18) K.S.A. 65-6101 et seq., entitled Emergency Medical Services, establishes a comprehensive state regulatory scheme related to the emergency medical services that regulates the provision of ambulance transport service in the state and

specifically authorizes local governments to operate ambulance transport services and adopt additional and supplemental regulations related to ambulance services within their jurisdiction including licensing.

(19) K.S.A. 65-6116 specifically authorizes the governing body of any municipality operating an emergency medical service or ambulance service to exercise broad powers, including the power to enter into a contract for emergency medical and ambulance services with any person.

(20) Article 5, section 12 of the state constitution vests cities within the state with the broad home rule power to "determine their local affairs and government."

(21) In adopting Ordinance No. O-33-04, as amended by Ordinance No. O-42-04, the city ~~is acting~~ pursuant to its specifically delegated statutory and its home rule powers.

(22) An increase in medical care, rehabilitation, skilled nursing and other treatment facilities within the service area and an increase in costs associated with staffing and maintenance of ambulances since the adoption of Ordinance No. O-42-04 has strained Unified Government resources related to the provision of routine transport services.

(23) Quality of emergency medical service related to the Unified Government's provision of emergency call ambulance service will not be impacted by eliminating the provision of routine transport services.

Sec. 5-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ambulance means any privately or publicly owned motor vehicle, airplane, or helicopter designed, constructed, repaired and equipped for use in transporting and providing emergency care for persons who are ill or injured.

Ambulance service means any organization operated for the purpose of transporting sick or injured persons to or from a place where medical care is furnished, whether or not such persons may be in need of emergency or medical care in transit.

Ambulance service contractor means that person selected by the unified government, pursuant to a competitive request for proposal process, which is awarded the sole right to provide certain and specific defined specialized activities of an ambulance service in the service area.

Emergency call means any request for ambulance services which may be of a life or limb-threatening nature, and which apparently requires immediate response by an ambulance.

Emergency medical services or *EMS* means the effective and coordinated delivery of such care as may be required by an emergency, including services provided by ~~first emergency~~ medical responders, care and transportation of individuals by ambulance services and the performance of authorized emergency care by a person licensed to practice medicine and surgery; a licensed professional nurse; a registered physician's assistant or attendant, emergency medical technician; an emergency medical technician, intermediate; an emergency medical technician, defibrillator; or a mobile intensive care technician, all as defined by K.S.A. 65-6112.

~~First responder~~Emergency Medical Responder means a person who has successfully completed the course of training and preliminary emergency care, holds a valid ~~first responder~~ certificate by the state emergency medical services board pursuant to K.S.A. ~~65-6129 and 65-61442~~, and who provides services to persons that need emergency care, assists in the stabilization or improvement of such person's condition until the ambulance arrives at the scene, and assumes responsibility for such person. "First responder" as referenced in Sec. 34-18 (One-quarter percent sales tax in city for financing emergency medical services) and Charter Ordinance No. CO-1-04 shall have the same meaning as Emergency Medical Responder for purposes of this ordinance.

Patient means a person who is either ill, sick, injured, wounded, helpless or otherwise incapacitated and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility and who is reclining or should be transported in a reclining position under applicable medical protocol.

Permit means that document required to be obtained by:

- (1) The unified government's ambulance service or its contractor;
- (2) Each emergency medical technician; and
- (3) Each ambulance.

Routine transport means any request for ambulance service for a patient that is not an emergency call.

Service area means that area which is contained within the boundaries of the municipal limits of the city and of those jurisdictions participating in the city's EMS system.

Sec. 5-3. Unified government to be sole provider of emergency call ambulance service in the city; exceptions thereto.

- (a) The unified government shall be the sole provider of all emergency call ~~and routine transport~~ ambulance services within the boundaries of the city, except for:
 - (1) An ambulance service provider that submits a proposal in response to a request for proposals for a defined and specialized service and is selected by the unified government in accordance with the procurement code, which shall provide those defined and specialized services as defined in the written and executed agreement between the unified government and the ambulance service provider.
 - (2) An ambulance service providing neo-natal or pediatric transport services from a hospital located in the city that was not initiated pursuant to a 911 call.
 - (3) A vehicle rendering services as an ambulance in the event of a major catastrophe or emergency when ambulances with certifications based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the ambulance service needed.
 - (4) An ambulance owned by the federal or state government.
 - (5) An ambulance transporting a patient to a location within the service area, the transport having originated from a point outside the service area; or an ambulance

transporting a patient from one point outside the service area to another point outside the service area through the service area.

- (6) An ambulance assigned to a call pursuant to a mutual aid agreement with a licensed provider.
- (7) An ambulance service that holds a written contract to provide on-site stand by services at a sporting event that has fixed seating for at least 75,000 people may also provide transport to off-site locations.

~~(8) Prior to July 2, 2004, service provided by the unified government's ambulance service provider pursuant to written contract.~~

- (b) All ambulance services provided shall be provided in vehicles staffed and equipped pursuant to K.A.R. 109-2-8, as amended, and in accordance with city ordinance and/or regulations adopted pursuant thereto.

Sec. 5-4. Violations.

It shall be unlawful:

- (1) To use or cause to be used any ambulance service other than that of the unified government's ambulance service or that of the unified government's contractor for a specialized service that is covered by an agreement between the unified government and the contractor.
- (2) For any person except the unified government or the ambulance service contractor to provide ambulance service within the service area except as provided for in section ~~5-3(a)(1) — (a)(5)-5-3.~~

Section 2. That said original sections 5-1 (Findings and purpose), 5-2 (Definitions), 5-3 (Unified Government to be sole provider of ambulance service in the city; exceptions thereto), and 5-4 (Violations) of Chapter 5 Ambulances, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after the passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

THIS _____ DAY OF _____, 2024.

Tyrone Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved As To Form:

Unified Government Counsel



KCKFD

Request to Discontinue Offering
Non - Emergent Transportation Service
Suggested Effective Date
January 1, 2025



THE RATIONALE

1. IAFF Local 64 supports discontinuing routine non-emergent transport services
2. Emergency Medical Services workload exceeds our current resources
3. Virtually everyday there is a period of time that the Fire Department has no ambulances available for respond to emergency alarms
4. **Lack of ambulances for Emergency Medical Service requests is concerning!**



THE RATIONALE

5. The June 2023 CPSM Final Reports mentions several times to change the delivery of routine non-emergent transport services or stop offering this service
6. CPSM advised that if KCKFD wants/needs to continue this service, a different style of ambulance should be purchased and used
7. CPSM advised that if KCKFD wants/needs to continue this service, a different staffing model will need to be adopted



THE RATIONALE

8. The Priority Base Budgeting (PBB) process lecture solidified KCKFD's need to identify this program as a non-priority (not an emergency service)
9. The PBB consultant recommended discontinuing programs that do not meet organizational goals (emergency services)



THE BENEFITS

1. Increased availability of ambulances for response to Emergency Medical Service requests
2. The KCKFD Master Plan has identified the need for two (2) additional emergency ambulances
 - a. Strawberry Hill
 - b. Muncie
3. By reducing the workload of our overtaxed EMS System, the UG can defer adding more ambulances until there is a better revenue picture



THE BENEFITS

4. Allow local, private enterprise (Private Ambulance Companies) to be more profitable
5. Avoid potential liability and embarrassment failing to provide emergency medical transport services
6. Increase member job satisfaction by allowing them to focus on the delivery of emergency medical services



THE FINANCIALS

1. The start up costs of adding a non-emergent ambulance service will be prevented. The start-up costs is approximately:
 - a. Staffing \$600,000/year
 - b. Vehicle \$300,000/every six years



THE FINANCIALS

Year	Non-Emergent-Trip Count	Revenue
2021	1737	\$ 272,636.08
2022	1991	\$ 343,676.35
2023	2072	\$ 579,480.98



THE FINANCIALS

2023	<u>Cost Per Non-Emergent Transfer</u>	<u>Overall Non-Emergent Transfers Total</u>
Non-Emergent Transfer Cost	\$ 777	\$ 1,609,944
Reimbursements	\$ 279	\$ 579,481
Net operating loss	\$ 498	\$ 1,030,463



PATH FORWARD

1. Approval by the County Administrator
2. Approval by the Board of Commissioners
3. Word change to the KCK City Charter for unrestricted private non-emergent ambulance service by Ordinance
4. Notify all area hospitals, rehabilitation centers, and nursing home facilities of the change of service
5. Proposed implementation date January 1, 2025 at 0800



THANK YOU!

QUESTIONS

CHAPTER 5 – AMBULANCE ORDINANCE AMENDMENTS

Sec. 5-1 Findings and Purpose

(21) In adopting Ordinance No. O-33-04, as amended by Ordinance No. O-42-04, the city **acted** pursuant to its specifically delegated statutory and its home rule powers.

(22) An increase in medical care, rehabilitation, skilled nursing and other treatment facilities within the service area and an increase in costs associated with staffing and maintenance of ambulances since the adoption of Ordinance No. O-42-04 has strained Unified Government resources related to the provision of routine transport services.

(23) Quality of emergency medical service related to the Unified Government's provision of emergency call ambulance service will not be impacted by eliminating the provision of routine transport services.

Sec. 5-2 Definitions

Emergency medical services or *EMS* means the effective and coordinated delivery of such care as may be required by an emergency, including services provided by **first emergency medical responders**, care and transportation of individuals by ambulance services and the performance of authorized emergency care by a person licensed to practice medicine and surgery; a licensed professional nurse; a registered physician's assistant or attendant, emergency medical technician; an emergency medical technician, intermediate; an emergency medical technician, defibrillator; or a mobile intensive care technician, all as defined by K.S.A. 65-6112.

First Responder-Emergency Medical Responder means a person who has successfully completed the course of training and preliminary emergency care, holds a valid **first-responder** certificate by the state emergency medical services board pursuant to **K.S.A. 65-6129 and 65-6144 42**, and who provides services to persons that need emergency care, assists in the stabilization or improvement of such person's condition until the ambulance arrives at the scene, and assumes responsibility for such person. **“First responder” as referenced in Sec. 34-18 (One-quarter percent sales tax in city for financing emergency medical services) and Charter Ordinance No. CO-1-04 shall have the same meaning as Emergency Medical Responder for purposes of this ordinance.**

Sec. 5-3. Unified government to be sole provider of ~~emergency call~~ ambulance service in the city; exceptions thereto.

- (a) The unified government shall be the sole provider of all emergency call ~~and routine transport~~ ambulance services within the boundaries of the city, except for:
- (1) An ambulance service provider that submits a proposal in response to a request for proposals for a defined and specialized service and is selected by the unified government in accordance with the procurement code, which shall provide those defined and specialized services as defined in the written and executed agreement between the unified government and the ambulance service provider.
 - (2) An ambulance service providing neo-natal or pediatric transport services from a hospital located in the city that was not initiated pursuant to a 911 call.
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- (2) For any person except the unified government or the ambulance service contractor to provide ambulance service within the service area except as provided for in section 5-3~~(a)(1)-(a)(5)~~.



KCKFD

Request to Discontinue Offering
Non - Emergent Transportation Service

Suggested Effective Date

January 1, 2025



KANSAS CITY, KANSAS FIRE DEPARTMENT

EMS DIVISION

Fire Headquarters Building

815 North 6th Street



Phone: 573-5550

Fax: 342-9610

TO: Chief Rubin

FROM: Chief Mark Heath

DATE: November 25, 2024

SUBJECT: Non-Emergent Ambulance Transfers

We stopped non-emergent transfers (NETs) on October 1, 2024, during the 8 pm to 8 am window. This transition was very smooth, with little disruption to standard services. AMR Ambulance Service and Midwest Medical Transport have picked up these calls with a slight adjustment to their operations in the metro.

I suggest discontinuing the remaining daytime non-emergent transfers starting January 1, 2025. We typically have more emergent calls during daytime hours, especially from 2 pm to 8 pm. During these times, we suffer more “status zero” situations where no ambulances can respond to emergent calls.

In the last four years, the number of status zero instances increased by over 50%. We currently average over 400-450 status zero events per year. A significant amount of this increase is a result of the new medical facility models wherein hospital systems have opened satellite “ERs” with limited services, necessitating more frequent facility-to-facility patient transports. These hospitals are limited in services and rely on taxpayer-funded ambulances to keep their patients “in the system” when there are closer hospitals.

The cost of response for non-emergent transfers in both personnel and equipment is significant:

2023	<u>Cost Per Non-Emergent Transfer</u>	<u>Overall Non-Emergent Transfers Total</u>
Non-Emergent Transfer Cost	\$ 777	\$ 1,609,944
Reimbursements	\$ 279	\$ 579,481
Net operating loss	\$ 498	\$ 1,030,463

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I have regularly communicated with AMR regarding the possibility of discontinuing NETs. They are prepared to staff up again to take these calls, so there should not be any disruption in the ability of our medical facilities to care for their patients.

By stopping the NETs, we will not have to ask for the staffing of a new ambulance at the Strawberry Hill station (HQ). Our current staffing model requires eight personnel to staff one ambulance full-time, 24/7. I estimate it would be \$750,000 in staffing and an additional \$ 650,000 for the additional outfitted ambulance. (unit and gear inside)

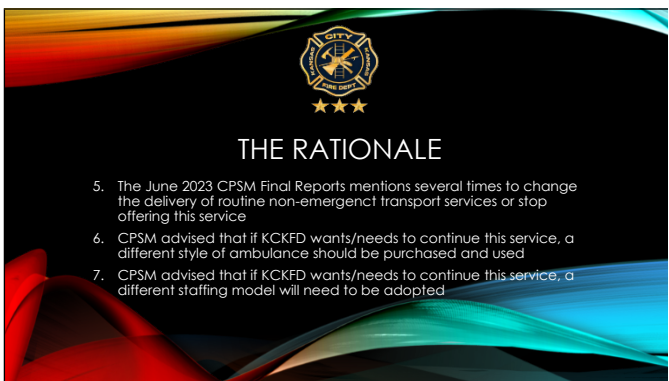
The discontinuation of the NETs will essentially “give back” about half an ambulance for daily emergent responses.

Making this change will reflect good stewardship of Wyandotte County taxpayers’ funds while maintaining the necessary standard of medical care for those who need it.

As always, I am happy to answer any questions you have about this proposal. Please let me know your thoughts.









THE RATIONALE

- 8. The Priority Base Budgeting (PBB) process lecture solidified KCKFD's need to identify this program as a non-priority (not an emergency service)
- 9. The PBB consultant recommended discontinuing programs that do not meet organizational goals (emergency services)



THE BENEFITS

- 1. Increased availability of ambulances for response to Emergency Medical Service requests
- 2. The KCKFD Master Plan has identified the need for two (2) additional emergency ambulances
 - a. Strawberry Hill
 - b. Muncie
- 3. By reducing the workload of our overtaxed EMS System, the UG can defer adding more ambulances until there is a better revenue picture



THE BENEFITS

- 4. Allow local, private enterprise (Private Ambulance Companies) to be more profitable
- 5. Avoid potential liability and embarrassment failing to provide emergency medical transport services
- 6. Increase member job satisfaction by allowing them to focus on the delivery of emergency medical services



THE FINANCIALS

1. The start up costs of adding a non-emergent ambulance service will be prevented. The start-up costs is approximately:

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PATH FORWARD

1. Approval by the County Administrator
2. Approval by the Board of Commissioners
3. Word change to the KCK City Charter for unrestricted private non-emergent ambulance service by Ordinance
4. Notify all area hospitals, rehabilitation centers, and nursing home facilities of the change of service
5. Proposed implementation date January 1, 2025 at 0800



THANK YOU!

QUESTIONS



Report to

MEETING DATE	PRESENTER	DEPARTMENT
		Finance
AGENDA ITEM #		
PRESENTATION: STATE OF KANSAS OPIOID FUNDING FOR 2025		
BACKGROUND		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
For information only.		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
KC and Wyandotte County Opioid Settlements Final, Opioid Settlement Funds Committee Presentation 12-16-24		

Approved by Mayor and/or Chair and Administrator to add to agenda.

R. P. Galt
12.4.24

Approved *J. M. A. A.*

Opioid Settlement Department Requests

Department	Request	Amount	One time / On Going	County / City	Subtotal	Expense Type
Fire	Image Trend EMS Software Upgrade	\$ 20,500	On Going	City	Approved	Software
Fire	Community Paramedic to assist with opioid services one day a week	\$ 32,500	On Going	City	Approved	Personnel
Fire	Opiod Training Program for FF	\$ 12,352	One Time	City	Approved	Training
Fire	Printing Narcan Leave Behind Materials	\$ 716	One Time	City	Approved	Printing
Fire	Narcan Leave Behind Program	\$ 12,625	One Time	City	Approved	Commodities
Fire	Opioid Community Education Outreach	\$ 11,275	One Time	City	Approved	Personnel
Fire	Opioid Emergency Kits for Each Apparatus	\$ 19,826	One Time	City	Approved	Commodities
Police	Axon bridge to share data with DA office to assist with opioid prosecution	\$ 12,000	One Time	City	Approved	Software
Police	Training on opioid and illicit drug crime investigations (must focus on user / victim response)	\$ 50,000	One Time	City	Approved	Training
Police	Overtime related to opioid overdose investigations	\$ 100,000	On Going	City	Victim Facing Work	
Police	Opioid Community Education Outreach (projector, screen, printed materials)	\$ 25,000	One Tiime	City	Approved	Equipment / Printing
Police	Temporary shelter for overdose victims working with the Village Initiative	\$ 50,000	One Time	City	Approved	Contractural Services
Police	Van to respond to opioid overdose scenes (\$50,000) with narcan kits (10,000) / TruNarc machine (\$40,000)	\$ 110,000	One Time	City	Approved	Capital
					\$ 456,794	
Health	Narcan for Community Distribution	\$ 120,000	One Time	County	Approved	Commodities
Health	Opioid Community Education Outreach	\$ 67,695	One Time	County	Approved	
Community Corrections	Medication assisted treatment for opioid use disorders	\$ 50,000	On Going	County	Approved	Contractural Services
Community Corrections	Expand specialty court process for Behavior Health and Drug Court	\$ 55,000	On Going	County	Approved	Contractural Services
Community Corrections	Expand drug testing for MAT specialty court participants	\$ 45,000	On Going	County	Approved	Contractural Services
District Attorney	Hire dedicated prosecutor (1) and victim advocate (1) to focus on opioid / illegal drug cases in Drug Court	\$ 236,079	On Going	County	State AG Approved for Drug Court	Personnel
Sheriff	Funding for co-responder program	\$ 79,550	On Going	County	Approved	Personnel
					\$ 653,324	
TOTAL REQUESTS		\$ 1,110,118			\$ 1,110,118	

OPIOID SETTLEMENT FUNDS

*UPDATE TO THE PUBLIC WORKS &
PUBLIC SAFETY COMMITTEE*

Overview

- Settlement in 2021 with the State of Kansas and pharmaceutical companies working with League of Kansas Municipalities and Kansas Association of Counties
- Kansas Attorney General is the state organizing agency
- MOU governs use of funds which must focus on the victims and education (suppliers/distribution efforts not eligible)
- Wyandotte County & City of Kansas City, Kansas each receive disbursements (as did Bonner Springs and Edwardsville) through 2038 – amounts vary greatly each year

City / County	Total Amount Received To Date	Amount Proposed for Use by Type for FY2025
Wyandotte County	\$815,489	\$653,324 Health, Community Corrections, District Attorney, and Sheriff
City of Kansas City Kansas	\$1,089,514	\$456,494 Fire and Police
Total	\$ 1,905,002	\$1,110,118

**Total Received to Date
2025 Proposed Plan**

PROPOSED USES IN 2025



Two Categories of Initiatives

- Education and Awareness Efforts
- Community Support Activities

\$109,795 for FY2025

City Funds: Fire Department

EDUCATION AND AWARENESS

1. Training for all KCKFD personnel to safely and effectively respond to overdose calls (\$12,352)
2. Provide Community Awareness regarding the hazards of Opioid use (\$11,275)
 - a. School aged children
 - b. Parents
 - c. Adult family members

City Funds: Fire Department

COMMUNITY SUPPORT

1. Life Saving Narcan kits for each KCKFD response vehicle (\$19,836)
2. ImageTrend™ Continuum tracks this issue in real time & report to State Agencies (\$20,500)
3. Narcan Kits to “leave behind” at incident scenes and other likely places of drug abuse (\$12,625)
4. Printing (instructions and actions) for “leave behind” kits (\$716)
5. Community Paramedic Program support (\$32,500)

City Funds: Fire Department

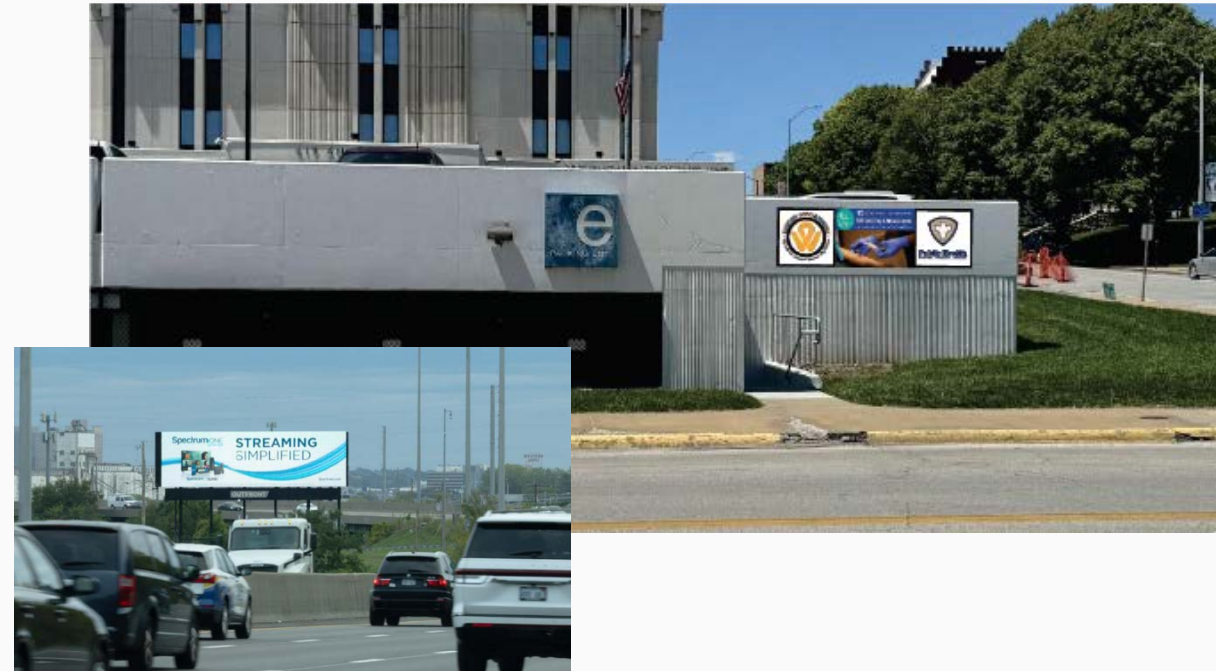
- Training for First Responders for Fire Department on Opioid / Drug Overdose Calls (\$50,000)
- Overtime for overdose response / community education efforts (\$100,000)
- Temporary housing for overdose victims and/or families (\$50,000)
- Community Education (\$25,000)
- Response Van with specialty equipment (\$110,000)
- Software (\$12,000)

\$347,000 for FY2025

City Funds: Police Department

- Narcan community distribution (\$120,000)
- Community Education (\$67,695)
 - Proposing Electronic Sign as part of this initiative (\$50,000)
 - Billboard (\$15,000)

\$187,695 for FY2025



County Funds: Health Department

- Expand Behavioral Health & Drug Court (\$55,000)
- Medication assisted treatment (MAT) for opioid use disorders (\$50,000)
- Expanded drug testing for specialty court participants (\$45,000)

\$150,000 for FY2025

County Funds: Community Corrections

- Prosecutor and victim advocate to support Behavioral Health and Drug Court cases

\$236,079 for FY2025

County Funds: District Attorney

- Funding for co-responder program

\$79,550 for FY2025

County Funds: Sheriff

Summary

Funding for various public safety and community health education efforts throughout Wyandotte County & Kansas City, Kansas – Total of \$1.1 million

Edwardsville & Bonner Springs received their own disbursements from the state

Baseline data will be collected to measure how these funds positively impacted the community to be reported at the end of 2025