



Unified Government of Wyandotte County and Kansas City, Kansas

**Public Works & Safety  
Standing Committee**

Fifth Floor Conference Room  
701 N. 7th Street Trafficway, Kansas City, KS 66101

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**Chairman Tom Burroughs**

*Commissioner Mike Kane, Commissioner Chuck Stites*

*Commissioner Bill Burns, Commissioner Phil Lopez*

*BPU Board Member Mary Gonzales*

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**AGENDA**

**Monday, October 27, 2025**

**5:00 PM**

- 1. Call to Order/Roll Call**
- 2. Revisions to October 27, 2025 Agenda**
- 3. Approval of standing committee minutes from July 22 and August 26, 2024.**
- 4. Committee Agenda**
  - 4.1 RESOLUTION: INMATE HOUSING AGREEMENTS WITH LINN COUNTY, KANSAS**

Synopsis: A Resolution authorizing the County Administrator to enter into agreements pursuant to K.S.A. 12-2908 with Linn County, Kansas for the housing of inmates to relieve pressure on jail population.

Tracking #: 211108
- 5. Public Agenda**
- 6. Adjourn**

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Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name and address for the record. Comments shall be limited to three (3) minutes for each participant. Per the Commission Rules of Procedure, disruptive comments and behavior are not permitted and may result in removal from the meeting.

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Some commissioners, staff, and the public may attend remotely via Zoom or by phone. All participants joining by phone should mute their phones when not speaking to avoid background noise. During the meeting, all speakers are asked to please announce yourself by name and title every time you speak so the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

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Unified Government of Wyandotte County and Kansas City, Kansas



**Public Works & Safety  
Standing Committee**

Standing Committee Room, 5<sup>th</sup> Floor  
701 N. 7th Street Trafficway, Kansas City, KS 66101

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***Chairman Tom Burroughs***

*Commissioner Mike Kane, Commissioner Chuck Stites*

*Commissioner Bill Burns, Commissioner Phil Lopez*

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**MINUTES**

**Monday, July 22, 2024**

**5:00 PM-5:44 PM**

**Attendance:**

**Committee Members Present:**

- Commissioner Burroughs (Chair)
- Commissioner Kane
- Commissioner Stites
- Commissioner Burns
- Commissioner Lopez

**Committee Members Absent:**

- Ms. Henry (BPU Board Member)

**Staff Present:**

- Brittnie MacDonald (Clerk)
- Deasiray Bush (Director of Transportation Department )
- SueZanne Bishop (Senior Attorney)
- Laura Cromwell (Fiscal Manager, Kansas City, Kansas Police Department)
- Major Santana (Police Department Services Division)
- Troy Shaw (Interim Public Works Director)
- Sarah Shafer (Senior Engineer)
- Wendy Green (Deputy Chief Counsel)

- Michael Rankin (Assistant Counsel)
- Alan Howze (Assistant County Administrator)

**Call to Order:**

Commissioner Burroughs called the meeting to order at 5:02 PM.

**Revisions to Agenda:**

The Clerk reported there was an agenda update, adding item No. 8 to the Committee agenda.

**Approval of Previous Minutes: (Discussion Begins 2:45)**

Commissioner Kane moved to approve the minutes from the April 24 and May 22, 2023, meetings. The motion was seconded by Commissioner Burns.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Committee Agenda:**

**Item 1: - RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN INTERLOCAL AGREEMENT WITH KANSAS CITY AREA TRANSPORTATION AUTHORITY (Discussion Begins 3:20-Chair moved Item 8 to be discussed with this item)**

Deasiray Bush presented the State Avenue Corridor Improvement Plan, funded by the Surface Transportation Block Grant.

Key Points:

- Funding Structure:
  - A. Surface Transportation Block Grant (STBG)
  - B. Total project budget: \$1.2 million
  - C. \$800,000 federal grant
  - D. \$200,000 additional TIP funding
  - E. \$50,000 additional local match required
- Parties Involved:
  - A. Unified Government Transportation Department
  - B. Kansas City Area Transportation Authority (KCATA)

- Project Scope:
  - A. Improve access, safety, and operations
  - B. Focus on smart moves, fast and frequent corridors
- Infrastructure Improvements:
  - A. Replace dilapidated bus shelters
  - B. Upgrade bus benches
  - C. Repurpose/install new kiosks
  - D. Upgrade trash bins
- Corridor Details:
  - A. Area: 29th and State to the Legends
  - B. Over 20 locations impacted
- Implementation:
  - A. First agreement approved by KCATA board in May
  - B. Unified Government to approve inter-local agreement
- Strategic Objectives:
  - A. Enhance public transit infrastructure
  - B. Improve user experience
  - C. Modernize transit corridor

The inter-local agreement formalizes the partnership and funding mechanism for the corridor improvement project.

Commissioner Lopez motioned to approve the resolution. The motion was seconded by Commissioner Burns.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 2: ORDINANCE: GRANTING LEVEL 3 COMMUNICATIONS TO MAINTAIN TELECOM SYSTEMS WITHIN RIGHT OF WAY (Discussion Begins 19:15)**

Michael Rankin from the Unified Government Legal Department presented the ordinance granting Level 3 Communications the right to maintain telecom systems within the public right of way.

Key Points:

- Franchise Agreement Details:
  - A. Allows Level 3 Communications to maintain telecommunications systems in public right of way
  - B. Part of a subsidiary with CenturyLink, a Lumen company
- Financial Requirements:
  - A. 5% franchise fee on gross receipts paid to the city
  - B. \$50,000 bond requirement to cover potential damages
  - C. \$1,000 fee for preparing the ordinance
- Insurance and Liability:
  - A. \$2 million insurance policy required
  - B. Covers potential damages or accidents during work
- Operational Conditions:
  - A. Must maintain telecommunications infrastructure
  - B. Responsible for repairing any damage to public right of way
  - C. Separate entity from Century Link (though both owned by Lumen)
- Regulatory Compliance:
  - A. Follows standard franchise ordinance procedures
  - B. Provides legal framework for telecom infrastructure maintenance

Commissioner Burns moved to approve the Ordinance. The motion was seconded by Commissioner Kane.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 3: ORDINANCE: GRANTING CENTURYLINK COMMUNICATIONS TO MAINTAIN TELECOM SYSTEMS WITHIN RIGHT OF WAY (Discussion begins with Item 2, motion made 28:43)**

Michael Rankin from the Unified Government Legal Department presented the ordinance granting Century Link Communications the right to maintain telecom systems within the public right of way. He explained that while Century Link is a subsidiary of the same parent company as Level Three Communications (Lumen), they maintain separate entities and thus required a separate franchise ordinance.

Key Points:

- Franchise Agreement Details:
  - A. Allows Century Link to maintain telecommunications systems in public right of way
  - B. Subsidiary of Lumen company, but maintained as a separate entity from Level 3 Communications
- Financial Requirements:
  - A. 5% franchise fee on gross receipts paid to the city
  - B. \$50,000 bond requirement to cover potential damages
  - C. \$1,000 fee for preparing the ordinance
- Insurance and Liability:
  - A. \$2 million insurance policy
  - B. Covers potential damages or accidents during work
- Operational Conditions:
  - A. Must maintain telecommunications infrastructure
  - B. Responsible for repairing any damage to public right of way
- Regulatory Compliance:
  - A. Follows standard franchise ordinance procedures
  - B. Provides legal framework for telecom infrastructure maintenance

Commissioner Burns moved to approve the Ordinance. The motion was seconded by Commissioner Kane.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 4: RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM GRANT CATEGORY 1 (Discussion Begins 29:14)**

Laura Cromwell, the Fiscal Manager for the Kansas City Police Department, presented the Fiscal Year 2024 Body Worn Camera Grant Category 1.

Key Points:

- Grant Details:
  - A. Funding to purchase new body-worn cameras
  - B. Total federal award: \$614,000
  - C. Requesting funding for 307 body-worn cameras
- Financial Aspects:
  - A. Award cap: \$2,000 per body-worn camera
  - B. Requires a local match of \$614,000
  - C. Existing capital improvement program budget covers the match requirement
- Project Timeline:
  - A. Project period: October 1, 2024 - September 30, 2027
  - B. Three-year implementation window
- Purpose:
  - A. Replace the current camera system that is at the end of its life cycle
  - B. Improve the police department's evidence and documentation capabilities
- Funding Source: Bureau of Justice Assistance (BJA) Body Worn Camera Policy and Implementation Grant Program

- Current Status:
  - A. No additional funding needed from the Unified Government
  - B. Existing budget can cover the required local match

Commissioner Kane moved to approve the Resolution. The motion was seconded by Commissioner Lopez.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 5: RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM GRANT CATEGORY 3 (Discussion Begins 33:16)**

Laura Cromwell, the Fiscal Manager for the Kansas City Police Department, presented the resolution for the Fiscal Year 2024 Body Worn Camera Program Category 3 grant.

Key Points:

- Grant Specifics:
  - A. Funding source: Bureau of Justice Assistance (BJA)
  - B. Purpose: Digital Evidence Integration Project
  - C. Total grant amount: \$1 million
  - D. No local match required
- Project Objectives:
  - A. Implement cloud-based evidence storage solution
  - B. Integrate with District Attorney's office newly acquired software
  - C. Streamline body-worn camera data sharing with the District Attorney's office
- Project Timeline: October 1, 2024 - September 30, 2027
- Technical Goals:
  - A. Improve evidence management and sharing processes
  - B. Enhance collaboration between law enforcement and prosecution

- Funding Characteristics:
  - A. Fully funded grant
  - B. No additional financial burden on Unified Government
- Strategic Approach:
  - A. Modernize digital evidence management
  - B. Improve the efficiency of evidence sharing between departments

Commissioner Burns moved to approve the Ordinance. The motion was seconded by Commissioner Lopez.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 6: RESOLUTION: AUTHORIZING APPLICATION AND ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2024 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE- CATEGORY 1 (Discussion Begins 35:01)**

Laura Cromwell, the Fiscal Manager for the Kansas City Police Department, presented the resolution for the Fiscal Year 2024 Local Law Enforcement Crime Gun Intelligence Center (CGIC) grant.

Key Points:

- Grant Specifics:
  - A. Funding source: Bureau of Justice Assistance (BJA)
  - B. Total grant amount: \$300,000
  - C. No local match required
  - D. Fully funded grant
- Project Objectives:
  - A. Expand capabilities of existing Crime Gun Intelligence Center
  - B. Reduce gun-related crimes
  - C. Increase success rate of gun-related prosecutions

- Planned Equipment and Investments:
  - A. Integrate records management system with ATF national ballistic database (NIBIN)
  - B. Purchase mobile device extraction software
  - C. Acquire additional license plate readers and traffic cameras
  - D. Purchase laptops
  - E. Provide training for CGIC staff
- Project Timeline: extended for two years
- Strategic Goals:
  - A. Improve technological capabilities for tracking and investigating gun crimes
  - B. Enhance law enforcement's ability to prosecute gun-related offenses

Commissioner Kane moved to approve the Ordinance. The motion was seconded by Commissioner Lopez.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**ITEM 7: RESOLUTION: MEMORANDUM OF UNDERSTANDING WITH KANSAS CITY, KANSAS PUBLIC SCHOOLS (Discussion Begins 37:41)**

Troy Shaw, the County Engineer, presented the resolution for the Memorandum of Understanding (MOU) with Kansas City, Kansas Public Schools. He was accompanied by Sarah Shafer, Senior Engineer, and they discussed the relocation of a combined sewer line at Sumner Academy's football field.

Key Points:

- Project Location: Sumner Academy, and it involves the football field area
- Sewer Line Relocation Details:
  - A. The current combined sewer line runs underneath the football field
  - B. Line has experienced a collapse and needs to be relocated
  - C. Separate the combined sewer line into sanitary and storm systems
  - D. Relocate the line around the football field
  - E. Improve infrastructure for future CSO (Combined Sewer Overflow) removals

- Financial Aspects:
  - A. Kansas City, Kansas Public Schools will contribute \$500,000 to the relocation project
  - B. Unified Government has existing funds budgeted for the project
  - C. The school district is replacing the football field with new turf
  - D. Relocation helps mitigate risks for both the school and the Unified Government

Commissioner Kane moved to approve the Resolution. The motion was seconded by Commissioner Burns.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**ITEM 8: RESOLUTION: STATE AVENUE CORRIDOR IMPROVEMENT PLAN AMENDED INTERLOCAL AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (ADDED PER AGENDA UPDATE) (Discussion begins same time as Item 1, motion made 18:05)**

Deasiray Bush , the Unified Government Transportation Department Director, presented the State Avenue Corridor Improvement Plan. She provided an overview of the project, its funding, and the planned improvements to transit infrastructure along the corridor.

Key Points:

- Funding Details:
  - A. Surface Transportation Block Grant (STBG)
  - B. Total project budget: \$1.2 million (increased from original \$1 million)
  - C. \$800,000 federal grant
  - D. \$200,000 additional TIP funding
  - E. \$50,000 additional local match required
- Project Scope:
  - A. Replace dilapidated bus shelters
  - B. Upgrade bus benches
  - C. Repurpose/install new kiosks

- D. Upgrade trash bins
- Corridor Coverage:
  - A. Area from 29th and State to the Legends
  - B. Over 20 locations impacted
- Infrastructure Improvements: new bus shelter prototype with metal mesh material, solar lighting, more durable design, easier maintenance, and vandalism-resistant
- Collaboration:
  - A. Partnership between the Unified Government Transportation Department
  - B. Kansas City Area Transportation Authority (KCATA)
- Strategic Goals:
  - A. Improve transit infrastructure
  - B. Enhance accessibility
  - C. Upgrade user experience along State Avenue corridor

Commissioner Kane moved to approve the Ordinance. The motion was seconded by Commissioner Burns.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Adjournment: (Discussion Begins 41:30)**

Commissioner Burns moved to adjourn. The motion was seconded by Commissioner Kane.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

The meeting was adjourned at 5:44 PM.

MLS

Unified Government of Wyandotte County and Kansas City, Kansas



**Public Works and Safety Meeting**

5<sup>th</sup> Floor Conference Room

701 N. 7th Street Trafficway, Kansas City, KS 66101

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*Commissioner Tom Burroughs, Chair*

*Commissioner Mike Kane – Commissioner Chuck Stites – Commissioner Bill Burns –  
Commissioner Phil Lopez – Rose Henry, BPU Board Member*

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**MINUTES**

**Monday, August 26, 2024**

**5:03 PM-5:20 PM**

**Attendance:**

**Committee Members Present:**

- Commissioner Burroughs (Chair)
- Commissioner Lopez
- Commissioner Burns
- Commissioner Stites
- Commissioner Kane

**Committee Members Absent:**

- Ms. Henry (BPU Board Member)

**Staff Present:**

- Brittnie MacDonald (Clerk)
- Laura Cromwell (Fiscal Manager, Kansas City, Kansas Police Department)
- Sheri Courtney (Senior Counsel, Legal Department)
- Angelina Maxville (Administrative Manager, Sheriff's Office)
- Bridgette Cobbins (Assistant County Administrator)

**Call to Order:**

Commissioner Burroughs called the meeting to order at 5:03 PM.

**Revisions to Agenda:**

No revisions to the agenda were reported.

**Approval of Previous Minutes: (Discussion Begins: 2:17)**

No previous minutes were presented for approval.

**Committee Agenda:**

**Item 1: RESOLUTION: FISCAL YEAR 2025 VICTIMS OF CRIMES ACT GRANT  
(Discussion Begins: 2:28)**

Laura Cromwell, the fiscal manager for the Kansas City, Kansas Police Department, presented the fiscal year 2025 Victims of Crime Act (VOCA) grant.

Key Points:

- Grant amount requested: \$388,614 in federal VOCA funds, \$485,000 is the entire project
- Supports Victim Services Unit (VSU) at the Kansas City, Kansas Police Department
- Funding covers: 3 full-time VSU personnel (75% funded) and 2 full-time at the orders of protection officers (100% funded)
- This year's grant requires a 20% match from the Unified Government: \$97,154
- Match fulfilled by \$70,230 UG cash match, \$26,924 match requirement, and to include in-kind contributions of dedicated hours by interns and volunteers
- Continued services through VOCA included Emergency shelter, transportation, crisis intervention, supplies (meals, clothing, cell phones), crime scene cleanup, and lock replacement
- Last year, 7,535 services were provided to 1,775 victims
- Without VOCA funding, VSU would be reduced to one advocate, significantly limiting victim services

Commissioner Kane moved to adopt the resolution. The motion was seconded by Commissioner Burns.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 2: RESOLUTION: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – KANSAS CITY, KANSAS POLICE DEPARTMENT (Discussion Begins: 10:47)**

Laura Cromwell presented the Edward Byrne Memorial Justice Assistance Grant (JAG) for the Kansas City, Kansas Police Department. She prepared the proposal in conjunction with Major Richard Harris, who oversees the Special Investigations Division. The grant request was for \$160,722 to support fentanyl education programs and enforcement efforts.

Key Points:

- Grant amount: \$160,722
- Competitive grant program overseen by the Kansas Governor's Grants Program and the Kansas Criminal Justice Coordinating Council
- Primary focus: Drug enforcement, specifically fentanyl-related efforts
- Budget items include educational pamphlets, surveillance equipment, cameras and officer safety equipment
- Project period: October 1, 2024, through September 30, 2025
- 100% funded (no match requirement for Unified Government)
- Designed to address crime and improve public safety

Commissioner Burns moved to adopt the resolution. The motion was seconded by Commissioner Lopez.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Item 3: RESOLUTION: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT-SHERIFF DEPARTMENT (Discussion Begins: 14:43)**

Angelina Maxville, the Administrative Manager at the Sheriff's Office, presented the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant Application for the Sheriff's Department.

Key Points:

- Grant amount: \$142,000
- Purpose: Purchase new body-worn cameras and docking stations for Courthouse security officers and Judicial Services deputies

- Target personnel: Courthouse security officers and Judicial Services deputies
- Rationale for equipment: replace old, outdated, and inefficient body-worn cameras, ensure safety and security of Employees, the Public, and Detainees
- Equipment will be used throughout the Wyandotte County Courthouse complex and other jurisdictions

Commissioner Burns moved to adopt the resolution. The motion was seconded by Commissioner Lopez.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

**Adjournment: (Discussion Begins: 16:53)**

Commissioner Kane moved to adjourn. The motion was seconded by Commissioner Lopez.

Vote: Motion carried 5-0

- Ayes: Lopez, Burns, Stites, Kane, Burroughs
- Nays: None
- Absent: BPU Board Member Henry

The meeting was adjourned at 5:20 PM.

MLS



## Report to Public Works & Safety

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Sheri Courtney</div> scourtney@wycokck.org X5084	Legal
AGENDA ITEM #4.1.		
RESOLUTION: INMATE HOUSING AGREEMENTS WITH LINN COUNTY, KANSAS		
BACKGROUND		
<p>A Resolution authorizing the County Administrator to enter into agreements pursuant to K.S.A. 12-2908 with Linn County, Kansas for the housing of inmates to relieve pressure on jail population. This Resolution is similar to and references Resolutions R-19-19 and R-64-19, which allow the County Administrator to sign such agreements with other counties.</p>		
RECOMMENDATION		
<p>Approve</p> <p>To adopt the resolution.</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
LEGAL/ POLICY CONSIDERATIONS		
To adopt the resolution.		
ATTACHMENTS		
Resolution authorizing UG to enter Inmate Housing Agreements - adding Linn County with attached form agreement, Inmate Housing Agreement with Linn County, R-19-19, R-64-19		

Approved by Mayor/Administrator to add to agenda.

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO  
INMATE HOUSING AGREEMENTS**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas and Missouri that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. Those counties are listed in Resolution Numbers R-19-19 and R-64-19, and additionally include Linn County, Kansas. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with Linn County and any of the counties listed in the aforementioned resolutions, as needed, in order to control the inmate population within the Wyandotte County jail.

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

1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED  
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tyrone Garner, Mayor/CEO

\_\_\_\_\_  
Unified Government Clerk

Approved As To Form:

\_\_\_\_\_  
Angela J. Lawson  
Acting Chief Counsel

**AGREEMENT BETWEEN XXXX COUNTY, KANSAS AND  
WYANDOTTE COUNTY, KANSAS FOR THE HOUSING OF INMATES  
IN THE XXXX COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of XXXX County, Kansas, hereinafter referred to as "XXXX County", on behalf of the Sheriff of XXXX County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as "Wyandotte County", for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the XXXX County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of XXXX County is desirous of accepting and keeping in his custody such inmate(s) in the XXXX County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. GOVERNING LAW**

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

**2. DURATION**

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2019, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the XXXX County Adult Detention Center continuously or at all.

**3. TERMINATION**

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the XXXX County Adult Detention Center.

**4. MAILING ADDRESSES**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

XXXX County:

Contact Person:

Wyandotte County: Wyandotte County Sheriff  
Criminal Justice Complex  
710 N 7<sup>th</sup> Street, Ste. 20  
Kansas City, Kansas 66101-3093  
(913) 573-2861

With a Copy to: Unified Government of Wyandotte County/ Kansas City, Kansas  
701 N. 7<sup>th</sup> Street  
Kansas City, Kansas 66101  
Attn: Chief Counsel  
(913) 573-5060

Contact Person: Wyandotte County Jail Administrator

**5. COMPENSATION**

XXXX County agrees to accept and house Wyandotte County inmates for compensation at the rate of \_\_\_\_\_ Dollars (\$\_\_.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

**6. FURLOUGHS AND PASSES**

XXXX County agrees that no furloughs or passes shall be granted to any inmate(s) housed by XXXX County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

**7. INMATE ACCOUNTS**

XXXX County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money

shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the XXXX County jail.

**8. RESPONSIBILITY FOR INMATE CUSTODY**

It shall be the responsibility of XXXX County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require XXXX County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

**9. MEDICAL SERVICES**

(a) The Sheriff of XXXX County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Wyandotte County; provided, that XXXX County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by XXXX County for Wyandotte County to review at its request. Any medical or dental services of major consequence shall be reported to Wyandotte County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Wyandotte County agrees to compensate XXXX County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Wyandotte County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

**10. DISCIPLINE**

XXXX County shall have physical control over and power to execute disciplinary authority over all inmates from Wyandotte County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

**11. RECORDS AND REPORTS**

(a) Wyandotte County shall forward to XXXX County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) XXXX County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the XXXX County jail, Wyandotte County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

**12. REMOVAL FROM THE JAIL**

An inmate of Wyandotte County legally confined in XXXX County shall not be removed from there by any person without a written order from Wyandotte County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of XXXX County. In the event of any removal for such an emergency cause, XXXX County shall inform Wyandotte County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

**13. ESCAPES**

In the event any inmate shall escape from custody in XXXX County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County. XXXX County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by XXXX County.

**14. DEATH OF AN INMATE**

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in XXXX County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) XXXX County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and XXXX County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in XXXX County custody.

**15. RETAKING OF INMATES**

Wyandotte County will retake any inmate, upon request of XXXX County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in XXXX County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at XXXX County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

**16. PHOTOGRAPHING AND PUBLICITY**

XXXX County shall not be authorized to release publicity concerning inmates from Wyandotte County. XXXX County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by XXXX County.

**17. INDEMNIFICATION**

XXXX County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgement and damages to the extent such claims, suits, judgments and damages arise as a result of XXXX County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be contrasted to require XXXX County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to required XXXX County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.

**18. JAIL ADMINISTRATION AND MANAGEMENT**

XXXX County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.

**20. BILLING AND PAYMENT.**

XXXX County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. XXXX County agrees to send said invoice each month. Wyandotte County agrees to make payment to XXXX County within a 30-days after receipt of the invoice.

**21. RIGHT TO REFUSE**

(a) XXXX County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of XXXX County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) XXXX County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of XXXX County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

**22. TRANSPORTATION**

Wyandotte County prisoners incarcerated in XXXX County pursuant to this Agreement shall be transported to XXXX County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. XXXX County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by XXXX County personnel becomes necessary.

**21. MISCELLANEOUS**

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
XXXX COUNTY, KANSAS

\_\_\_\_\_  
, Chairman

SHERIFF OF XXXX COUNTY

\_\_\_\_\_  
, Sheriff

ATTEST:

\_\_\_\_\_  
, XXXX County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, County Counselor

COUNTY ADMINISTRATOR  
WYANDOTTE COUNTY, KANSAS

\_\_\_\_\_  
, Administrator

SHERIFF OF WYANDOTTE COUNTY

\_\_\_\_\_  
, Sheriff

ATTEST:

\_\_\_\_\_  
, Unified Government Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, Unified Government Assistant Counsel

**AGREEMENT BETWEEN LINN COUNTY, KANSAS AND  
UNIFIED GOVERNMENT AND SHERIFF OF WYANDOTTE COUNTY, KANSAS FOR THE  
HOUSING OF INMATES IN THE LINN COUNTY ADULT DETENTION CENTER**

**THIS AGREEMENT**, made and entered into this 17 day of August, 2025, by and between the Board of County Commissioners of LINN County, Kansas, hereinafter referred to as "LINN County", on behalf of the Sheriff of LINN County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as "Wyandotte County", for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

**WHEREAS**, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

**WHEREAS**, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the LINN County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

**WHEREAS**, the Sheriff of LINN County is desirous of accepting and keeping in his custody such inmate(s) in the LINN County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

**WHEREAS**, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

**NOW THEREFORE**, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. GOVERNING LAW**

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

**2. DURATION**

This Agreement shall enter into full force and effect from August 17, 2025 hereof and end August 16, 2028, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written agreement by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the LINN County Adult Detention Center continuously or at all.

3. **TERMINATION**

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the LINN County Adult Detention Center.

4. **MAILING ADDRESSES**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Contact Person:	Sheriff James Akes
LINN County:	Linn County Sheriff's Office 308 Main Street Mound City, Kansas 66056 (913)795-2665
Contact Person:	Sheriff Daniel Soptic LTC David Thaxton, Warden
Wyandotte County:	Wyandotte County Sheriff Criminal Justice Complex 710 N 7 <sup>th</sup> Street, Ste. 20 Kansas City, Kansas 66101-3093 (913) 573-2861

5. **COMPENSATION**

LINN County agrees to accept and house Wyandotte County inmates for compensation at the rate of sixty-seven dollars and 50 cents (\$67.50) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

6. **FURLOUGHS AND PASSES**

LINN County agrees that no furloughs or passes shall be granted to any inmate(s) housed by LINN County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

7. **INMATE ACCOUNTS**

LINN County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the LINN County jail.

8. **RESPONSIBILITY FOR INMATE CUSTODY**

It shall be the responsibility of LINN County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require LINN County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

9. **MEDICAL SERVICES**

(a) The Sheriff of LINN County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Unified Government; provided, that LINN County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by LINN County for Unified Government to review at its request. Any medical or dental services of major consequence shall be reported to Unified Government as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Unified Government agrees to compensate LINN County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Unified Government from retaking the ill or injured inmate(s) and seeking the necessary medical attention. Linn county will contact Wyandotte to let them know their inmate needs medical or dental, should Wydotite not relieve Linn county within one shift, Wydotite will be charged overtime rates.

10. **DISCIPLINE**

LINN County shall have physical control over and power to execute disciplinary authority over all inmates from Unified Government, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

11. **RECORDS AND REPORTS**

(a) Unified Government shall forward to LINN County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) LINN County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the LINN County jail, Unified Government shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

12. **REMOVAL FROM THE JAIL**

An inmate of Unified Government legally confined in LINN County shall not be removed from there by any person without a written order from Unified Government. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of

the inmate, or to the inmates or personnel of LINN County. In the event of any removal for such an emergency cause, LINN County shall inform Unified Government of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

13. **ESCAPES**

In the event any inmate shall escape from custody in LINN County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County Sheriff. LINN County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by LINN County.

14. **DEATH OF AN INMATE**

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in LINN County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) LINN County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and LINN County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in LINN County custody.

15. **RETAKEING OF INMATES**

Wyandotte County will retake any inmate, upon request of LINN County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in LINN County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at LINN County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

16. **PHOTOGRAPHING AND PUBLICITY**

LINN County shall not be authorized to release publicity concerning inmates from Wyandotte County. LINN County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by LINN County.

17. **INDEMNIFICATION**  
LINN County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgment and damages to the extent such claims, suits, judgments and damages arise as a result of LINN County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be construed to require LINN County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to require LINN County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.
18. **JAIL ADMINISTRATION AND MANAGEMENT**  
LINN County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.
20. **BILLING AND PAYMENT**  
LINN County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. LINN County agrees to send said invoice each month. Wyandotte County agrees to make payment to LINN County within a 30-days after receipt of the invoice.
21. **RIGHT TO REFUSE**  
(a) LINN County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of LINN County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.  
  
(b) LINN County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of LINN County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.
22. **TRANSPORTATION**  
Wyandotte County prisoners incarcerated in LINN County pursuant to this Agreement shall be transported to LINN County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. LINN County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by LINN County personnel becomes necessary.
21. **MISCELLANEOUS**  
This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term

or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
LINN COUNTY, KANSAS

Quisaw Hancock  
\_\_\_\_\_  
, Chairman

SHERIFF OF LINN COUNTY

James Akes  
\_\_\_\_\_  
James, AKES , Sheriff

ATTEST:

[Signature]  
\_\_\_\_\_  
, Linn County Clerk

APPROVED AS TO FORM:

[Signature]  
\_\_\_\_\_  
, County Counselor



David W. Johnston  
County Administrator  
Unified Government

SHERIFF OF WYANDOTTE COUNTY

Daniel Soptic  
\_\_\_\_\_  
Daniel Soptic, Sheriff

ATTEST: [Signature]  
\_\_\_\_\_  
Unified Government Clerk

APPROVED AS TO FORM:

[Signature]  
\_\_\_\_\_  
Unified Government Assistant Counsel

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO  
INMATE HOUSING AGREEMENTS WITH MIAMI, JACKSON, ANDREW,  
LEAVENWORTH AND BUTLER COUNTY.**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. These counties include Miami, Jackson, Andrew, Leavenworth and Butler. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with any of the Kansas counties listed herein, as needed, in order to control the inmate population within the Wyandotte County jail.

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

1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed Kansas counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that

the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 28<sup>TH</sup> DAY OF MARCH, 2019.

ATTEST:



Unified Government Clerk



# Staff Request for Commission Action

Tracking No. 19634

Full Commission Meeting Date: 3/28/19

Committee: Public Works &amp; Safety

Date of Standing Committee Action: 3/18/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
3/21/2019	Jane Wilson	x5069	jwilson@wycokck.org	Legal

Item Description:

This is a resolution that allows the County Administrator to enter into contracts pursuant to KSA 12-2908 with other Kansas county jails as needed for the temporary housing of Wyandotte County inmates, as a result of a continued increase in jail inmate population in Wyandotte County. This resolution would permit the County Administrator to enter into any such agreement, provided that the contract for inmate housing substantially complies with form agreement provided hereto as an attachment.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Farmout resolution, Farmout form contract- Attachment

RESOLUTION NO. \_\_\_\_\_

R-64-19

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO  
INMATE HOUSING AGREEMENTS WITH MIAMI, JACKSON, ANDREW,  
LEAVENWORTH AND BUTLER COUNTY.**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas and Missouri that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. These counties include Allen, Doniphan, and Lyon County, Kansas and Andrew and Johnson County, Missouri. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with any of the Kansas counties listed herein, as needed, in order to control the inmate population within the Wyandotte County jail.

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

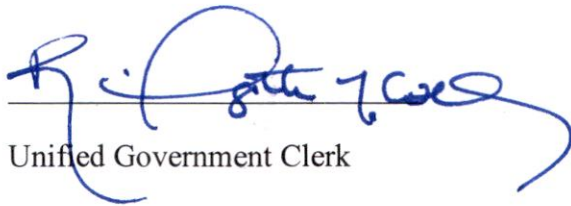
1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed Kansas counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that

the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 17 DAY OF October, 2019.

ATTEST:



Unified Government Clerk

**AGREEMENT BETWEEN XXXX COUNTY, KANSAS AND  
WYANDOTTE COUNTY, KANSAS FOR THE HOUSING OF INMATES  
IN THE XXXX COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of XXXX County, Kansas, hereinafter referred to as "XXXX County", on behalf of the Sheriff of XXXX County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as "Wyandotte County", for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the XXXX County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of XXXX County is desirous of accepting and keeping in his custody such inmate(s) in the XXXX County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. GOVERNING LAW**

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

**2. DURATION**

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2019, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the XXXX County Adult Detention Center continuously or at all.

**3. TERMINATION**

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the XXXX County Adult Detention Center.

**4. MAILING ADDRESSES**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

XXXX County:

Contact Person:

Wyandotte County: Wyandotte County Sheriff  
Criminal Justice Complex  
710 N 7<sup>th</sup> Street, Ste. 20  
Kansas City, Kansas 66101-3093  
(913) 573-2861

With a Copy to: Unified Government of Wyandotte County/ Kansas City, Kansas  
701 N. 7<sup>th</sup> Street  
Kansas City, Kansas 66101  
Attn: Chief Counsel  
(913) 573-5060

Contact Person: Sheriff Donald Ash  
Wyandotte County Jail Administrator Jeff Fewell

**5. COMPENSATION**

XXXX County agrees to accept and house Wyandotte County inmates for compensation at the rate of \_\_\_\_\_ Dollars (\$\_.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

**6. FURLOUGHS AND PASSES**

XXXX County agrees that no furloughs or passes shall be granted to any inmate(s) housed by XXXX County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

**7. INMATE ACCOUNTS**

XXXX County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money

shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the XXXX County jail.

**8. RESPONSIBILITY FOR INMATE CUSTODY**

It shall be the responsibility of XXXX County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require XXXX County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

**9. MEDICAL SERVICES**

(a) The Sheriff of XXXX County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Wyandotte County; provided, that XXXX County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by XXXX County for Wyandotte County to review at its request. Any medical or dental services of major consequence shall be reported to Wyandotte County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Wyandotte County agrees to compensate XXXX County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Wyandotte County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

**10. DISCIPLINE**

XXXX County shall have physical control over and power to execute disciplinary authority over all inmates from Wyandotte County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

**11. RECORDS AND REPORTS**

(a) Wyandotte County shall forward to XXXX County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) XXXX County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the XXXX County jail, Wyandotte County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

**12. REMOVAL FROM THE JAIL**

An inmate of Wyandotte County legally confined in XXXX County shall not be removed from there by any person without a written order from Wyandotte County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of XXXX County. In the event of any removal for such an emergency cause, XXXX County shall inform Wyandotte County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

**13. ESCAPES**

In the event any inmate shall escape from custody in XXXX County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County. XXXX County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by XXXX County.

**14. DEATH OF AN INMATE**

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in XXXX County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) XXXX County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and XXXX County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in XXXX County custody.

**15. RETAKING OF INMATES**

Wyandotte County will retake any inmate, upon request of XXXX County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in XXXX County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at XXXX County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

**16. PHOTOGRAPHING AND PUBLICITY**

XXXX County shall not be authorized to release publicity concerning inmates from Wyandotte County. XXXX County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by XXXX County.

**17. INDEMNIFICATION**

XXXX County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgement and damages to the extent such claims, suits, judgments and damages arise as a result of XXXX County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be contrasted to require XXXX County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to required XXXX County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.

**18. JAIL ADMINISTRATION AND MANAGEMENT**

XXXX County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.

**20. BILLING AND PAYMENT.**

XXXX County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. XXXX County agrees to send said invoice each month. Wyandotte County agrees to make payment to XXXX County within a 30-days after receipt of the invoice.

**21. RIGHT TO REFUSE**

(a) XXXX County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of XXXX County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) XXXX County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of XXXX County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

**22. TRANSPORTATION**

Wyandotte County prisoners incarcerated in XXXX County pursuant to this Agreement shall be transported to XXXX County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. XXXX County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by XXXX County personnel becomes necessary.

**21. MISCELLANEOUS**

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
XXXX COUNTY, KANSAS

\_\_\_\_\_  
, Chairman

SHERIFF OF XXXX COUNTY

\_\_\_\_\_  
, Sheriff

ATTEST:

\_\_\_\_\_  
, XXXX County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, County Counselor

COUNTY ADMINISTRATOR  
WYANDOTTE COUNTY, KANSAS

\_\_\_\_\_  
Douglas G. Bach, Administrator

SHERIFF OF WYANDOTTE COUNTY

\_\_\_\_\_  
Donald Ash, Sheriff

ATTEST:

\_\_\_\_\_  
Bridgette Cobbins, Unified Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Alig, Unified Government Assistant Counsel



# Staff Request for Commission Action

Tracking No. 19946

Full Commission Meeting Date: 10/17/19

Committee: Public Works & Safety

Date of Standing Committee Action: 9/23/19  
(If none, please explain):

Publication Required: No

<u>Date:</u> 10/11/2019	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
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Item Description:  
Request approval to enter into an agreement with Lyon County for the housing of inmates to relieve pressure on jail population.

Action Requested:  
To adopt the resolution and authorizing entry into the agreement.

Budget Impact: (if applicable)  
Amount:  
Source:  
Included In Budget:  
Other (explain):

Attachments List:  
Farmout resolution-final2, Farmout form contract- Attachment