



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, May 20, 2019
5:00 PM

Location:

Municipal Office Building
701 N 7th Street
Kansas City, Kansas 66101
5th Floor Conference Room (Suite 515)

Name

Absent

Commissioner Melissa Bynum, Chair

☐

Commissioner Harold Johnson

☐

Commissioner Mike Kane

☐

Commissioner Angela Markley

☐

Commissioner Jane Philbrook

☐

Tom Groneman, BPU Board Member

☐

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

II. **Revisions to May 20, 2019 Agenda**

III. **Approval of standing committee minutes from March 18, 2019**

IV. **Committee Agenda**

Item No. 1 - PRESENTATION: ROSEDALE SUBSTATION

Synopsis: Presentation by BPU staff on: the new Rosedale substation that will replace the Fisher substation, construction of a new transmission line from the new substation to the existing Barber substation, and the upgrade of two new transmissions lines, submitted by Jeff Fisher, Executive Director of Public Works.

For information only.

Tracking #: 19739

Item No. 2 - RESOLUTION: BPU BARBER-ROSEDALE 161KV TRANSMISSION LINE

Synopsis: A resolution declaring the BPU Barber-Rosedale 161kV Transmission Line to be

a necessary and valid improvement project, and authorizing a survey of lands for said project, submitted by James Bain, Assistant Counsel.

Tracking #: 19743

Item No. 3 - RESOLUTION: BPU ARMOURDALE TO ROSEDALE 161KV TRANSMISSION LINE

Synopsis: A resolution declaring the BPU Armourdale to Rosedale 161kV Transmission Line to be a necessary and valid improvement project, and authorizing a survey of lands for said project, submitted by James Bain, Assistant Counsel.

Tracking #: 19744

Item No. 4 - ORDINANCE: REPEAL BAN ON PIT BULL DOGS

Synopsis: An ordinance repealing the existing prohibition on owning or possessing pit bull dogs within the city limits, submitted by Jeff Conway, Assistant Counsel. This ordinance is sponsored by Commissioners Bynum and Philbrook.

Tracking #: 19745

Item No. 5 - RESOLUTION: JOHNSON COUNTY 911 INTERLOCAL AGREEMENT

Synopsis: A resolution approving an interlocal agreement with Johnson County, Kansas, for usage of their Communications Center's existing 911 phone and radio communications equipment as emergency backup, submitted by Terry Zeigler, Police Chief.

Tracking #: 19746

Item No. 6 - REPORT: JOE E. AMAYO ARGENTINE COMMUNITY CENTER

Synopsis: Report on the operation of the Joe E. Amayo, Argentine Community Center, 2810 Metropolitan Avenue, submitted by Jeremy Rogers, Director of Parks & Recreation.

For information only.

Tracking #: 19750

V. Public Agenda

Item No. 1 - APPEARANCE: TSCHER MANCK

Synopsis: Appearance of Tscher Manck to request Klamm Park and Quindaro Park's tennis courts be repaved and lined.

Tracking #: 19747

VI. Adjourn

**PUBLIC WORKS AND SAFETY COMMITTEE
STANDING COMMITTEE MINUTES
Monday, March 18, 2019**

The meeting of the Neighborhood and Community Development Standing Committee was held on Monday, March 18, 2019, at 5:00 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Bynum, Chairman; Commissioners Kane, Markley, Philbrook, Johnson, and BPU Board Member Groneman. The following officials were also in attendance: Melissa Sieben, Assistant County Administrator; Alan Howze, Knowledge Director; Emerick Cross, Commission Liaison; Henry Couchman, Senior Attorney; Jane Wilson and Casey Meyer, Assistant Counsel; Terry Ziegler, Chief of Police; Brett Deichler, Director of 3-1-1; Matt May, Emergency Management Director; Rance Quinn, Police Major; Dustin Dungan, Police Major; David Reno, Public Works; Logan Masenthin, General Services; and Captain Ronald Schumaker, Sergeant-At-Arms.

Chairman Bynum called the meeting to order. Roll call was taken and all members were present as shown above.

Approval of standing committee minutes from January 28, 2019. **On motion of Commissioner Kane, seconded by Commissioner Johnson, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 19634...RESOLUTION: TEMPORARY HOUSING OF INMATES

Synopsis: A resolution authorizing the UG to enter into inmate housing agreements with Miami, Jackson, Andrew, Leavenworth and Butler counties, submitted by Jane Wilson, Assistant Counsel.

Jane Wilson, Assistant Counsel, said I have submitted a resolution that will allow the County Administrator to enter into contracts pursuant to K.S.A. 12-2908. It would allow for temporary housing in other counties within the state, just as needed.

Action: Commissioner Markley made a motion, seconded by Commissioner Kane, to approve. Roll call was taken and there were six “Ayes,” Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 2 – 19637...RESOLUTION: COOPERATIVE JURISDICTIONAL AGREEMENT BETWEEN KCKPD AND BSPD

Synopsis: A resolution approving an agreement between the KCKPD and the Bonner Springs PD for traffic enforcement and limited law enforcement surrounding events at the Renaissance Festival and Amphitheatre, submitted by Terry Zeigler, Police Chief.

Casey Meyer, Assistant Counsel, said I have submitted an RFA requesting passage of this resolution which would authorize our Mayor to execute a jurisdictional agreement between the Bonner Springs Police Department and the Kansas City, Kansas Police Department. It's very limited in scope; and it would just be during the times directly prior to, during, and after events at the Renaissance Festival and the Amphitheater.

Action: Commissioner Kane made a motion, seconded by Commissioner Markley, to approve. Roll call was taken and there were six “Ayes,” Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Item No. 3 – 19636...REQUEST: ADOPT-A-SPOT PROGRAM

Synopsis: Request approval of the Adopt-A-Spot Program in Wyandotte County/Kansas City, Kansas, submitted by Melissa Sieben, Assistant County Administrator.

Melissa Sieben, Assistant County Administrator, said I have two staff members, Logan and Dave, here to explain to you our Adopt-A-Spot Program in brief. I'm just really excited because this is another SOAR initiative coming to life.



Logan Masenthin, General Services, said Adopt-A-Spot is something we mentioned at our SOAR presentation a couple of weeks ago. This is something we've been working on to better engage our residents and actually leverage them as a resource. A lot of other cities have an Adopt-A-Street, Adopt-A-Park type programs and this is our version of that.

WHAT'S ADOPTABLE?



We are actually allowing people to adopt parks, streets, and Land Bank lots. We decided to put them all in as options to adopt. We have lots of available places pre-determined, and anyone can adopt a spot. These are typically community groups, neighborhood organizations, but anyone can. The only catch is that we don't want anyone under 14 working on the street cleanup projects.

WHAT'S ADOPTABLE?



It's pretty simple. You just pick a spot from the pre-determined list of available spots. Do some paperwork, sign an agreement, say you'll use the safety guidelines, and then hold at least three cleanup events over a two-year period.

QUICK FACTS

WHAT'S INVOLVED?

- Anyone can be a sponsor
- Sponsors must choose an available location
- First-come, first-served
- No one under the age of 14 may participate in cleanups on adopted streets
- Must perform at least 3 cleanups during a two-year period

WHAT YOU GET

- Public Works provides safety equipment and trash bags
- Public Works will remove full trash bags from the site after a cleanup
- Sponsors get an on-site Adopt-A-Spot sign with their organization/business name printed on it

Some quick facts summed up. Again, anyone can be a sponsor. Sponsors can choose a location from a list. It's first come, first serve to choose those locations. We don't want anyone under 14 working on the streets. You must perform at least three cleanups during a two-year period.

In return, Public Works will provide safety equipment and trash bags. They will pick up the trash bags after the cleanup events, and they will get an Adopt-A-Spot sign with their name on it at the location.



That is what the sign will look like.

Ms. Sieben said Commissioners, one of the important things as we've reached out to both Edwardsville and Bonner Springs, we did get comments back from Edwardsville today, just some minor touch-ups to our language and our agreement to include them. We will be looking at incorporating a brochure. They'll be sending us their spots to have on our adoption site, and we'll allow them to have access to co-branding with us on their website.

David Reno, Public Works, said I don't really have a whole lot to add on the website other than we've created a custom URL for it so it's easy to find. At some point in the future, once we have all the sites together, we'll put up a map so folks can click on a location, find out who has adopted it, how long they've had it adopted, or whether or not it's available for them. That's really all that we need on the website to get people engaged in that regard.

Ms. Sieben said if this is something that the Commission supports and moves forward with, then we'll begin our recruitment of Adopt-A-Spot adoptees.

Commissioner Johnson said the Land Bank spots, what description would you give to those spots.

Ms. Sieben said staff looked to find spots that were adjacent to schools or parks. We felt that would enhance the safety and the security of the area if those were kept clean and free of any junk or debris. That was how we ended up with those 66 locations. If you have one that is not one of the 66 that you're interested in adopting, I am sure that we'd be happy to discuss that.

Commissioner Markley said those neighborhood groups that are already mowing and caring for lots, it would be nice if we found a way to make sure that they get credit for that. **Ms. Sieben** said absolutely. Commissioner Murguia had reached out to us on that. If you folks have those different groups that you know are already adopting places that may not end up on our list, reach out to Dave, myself, or Logan and let us know where those are and we can reach out to them to be the first to adopt so they get the recognition right away.

Commissioner Markley said can someone make sure we call the Lady Bird Johnson lady. Do you know who I'm talking about? **Ms. Sieben** said no, but you can catch me offline.

Action: **Commissioner Kane made a motion, seconded by Commissioner Philbrook, to approve.** Roll call was taken and there were six "Ayes," Groneman, Philbrook, Markley, Kane, Johnson, Bynum.

Adjourn:

Chairman Bynum adjourned the meeting at 5:15p.m.

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Staff Request for Commission Action

Tracking No. 19739

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 5/20/19

(If none, please explain): For information only.

Publication Required: No

<u>Date:</u> 5/1/2019	<u>Contact Name:</u> Jeff Fisher	<u>Contact Phone:</u> x5415	<u>Contact Email:</u> jfisher@wycokck.org	<u>Department/Division:</u> Public Works
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Item Description:

A presentation will be given by BPU staff on the new Rosedale substation. The presentation will include the new substation that will replace the existing Fisher substation, construction of a new transmission line from the new substation to the existing Barber substation and the upgrade of two new transmission lines.

Action Requested:

No action, for information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 19743

Full Commission Meeting Date: 6/13/19

Committee: Public Works & Safety

Date of Standing Committee Action: 5/20/19

(If none, please explain):

Publication Required: Yes

<u>Date:</u> 5/7/2019	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
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Item Description:

Project Name: BPU Barber-Rosedale 161kV Transmission Line

A resolution declaring that this project is necessary and valid improvement project, submitted by James Bain, Assistant Counsel. This project is laying-out, construction, installation, expansion, repair, maintenance, operation and use of a Board of Public Utilities electrical transmission line between the Barber Road substation and the Rosedale substation. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

BPU Barber-Rosedale 161kV Transmission Line condemnation Resolution, Barber to Rosedale 161kV Transmission Line

(Published _____)

RESOLUTION NO. _____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands to be acquired by the right and power of eminent domain for the location, laying-out, construction, installation, expansion, repair, maintenance, operation and use of a Board of Public Utilities electrical transmission line between the Barber Road substation and the Rosedale substation, all in Kansas City, Wyandotte County, Kansas.

**BE IT RESOLVED BY THE COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

SECTION 1. It is hereby found and determined necessary that certain lands or interests in lands be acquired by all lawful means, including by exercise of the right and power of eminent domain, for public use required for the location, laying-out, construction, installation, expansion, repair, maintenance, operation and use of a Board of Public Utilities electrical transmission line between the Barber Road substation and the Rosedale substation, all in Kansas City, Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

**ADOPTED BY THE COMMISSIONERS OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

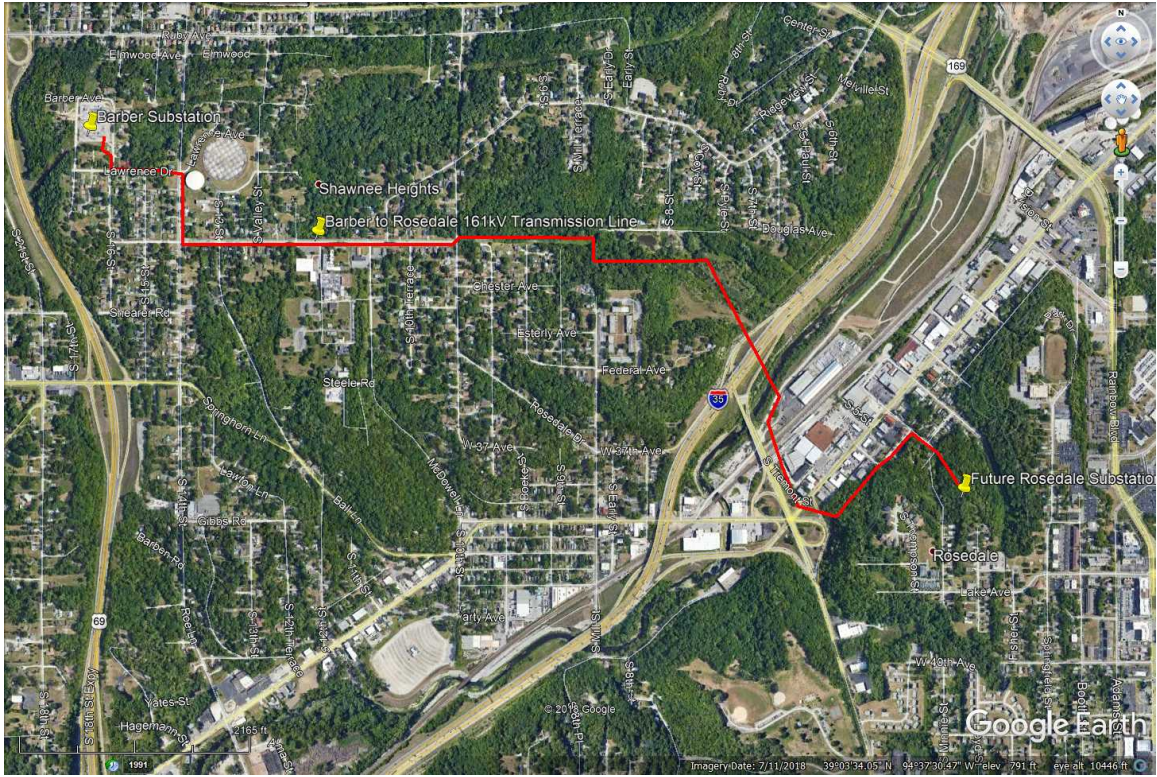
THIS _____ DAY OF _____, 2019.

UNIFIED GOVERNMENT CLERK

Bridgette Cobbins

APPROVED AS TO FORM:

Kenneth J. Moore
Chief Counsel





Staff Request for Commission Action

Tracking No. 19744

Full Commission Meeting Date: 6/13/19

Committee: Public Works & Safety

Date of Standing Committee Action: 5/20/19

(If none, please explain):

Publication Required: Yes

<u>Date:</u> 5/7/2019	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
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Item Description:

Project Name: BPU Armourdale to Rosedale 161kV Transmission Line

A resolution declaring that this project is necessary and valid improvement project, submitted by James Bain, Assistant Counsel. This project is laying-out, construction, installation, expansion, repair, maintenance, operation and use of a Board of Public Utilities electrical transmission line between the Armourdale substation and the Rosedale substation. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

BPU Armourdale to Rosedale 161kV T-Line condemnation Resolution, Rosedale to Armourdale 161kV Transmission Line

(Published _____)

RESOLUTION NO. _____

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands to be acquired by the right and power of eminent domain for the location, laying-out, construction, installation, expansion, repair, maintenance, operation and use of a Board of Public Utilities electrical transmission line between the Armourdale substation and the Rosedale substation, all in Kansas City, Wyandotte County, Kansas.

**BE IT RESOLVED BY THE COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

SECTION 1. It is hereby found and determined necessary that certain lands or interests in lands be acquired by all lawful means, including by exercise of the right and power of eminent domain, for public use required for the location, laying-out, construction, installation, expansion, repair, maintenance, operation and use of a Board of Public Utilities electrical transmission line between the Armourdale substation and the Rosedale substation, all in Kansas City, Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

**ADOPTED BY THE COMMISSIONERS OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

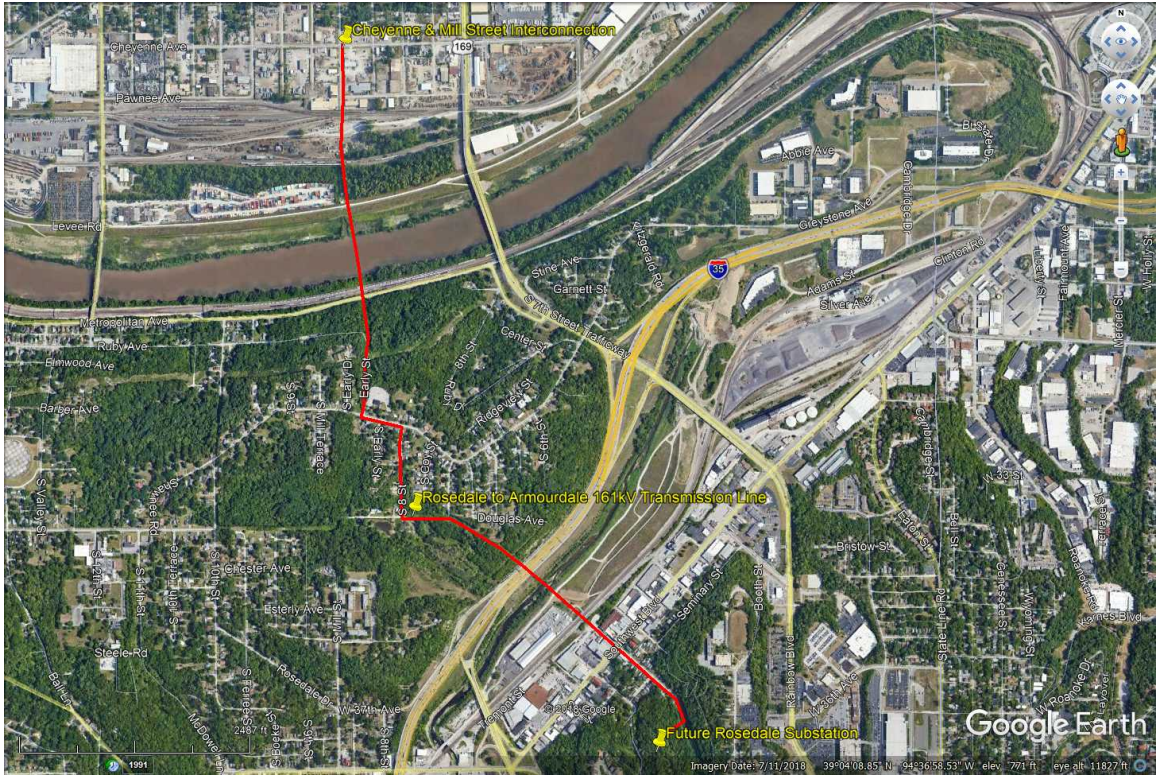
THIS _____ DAY OF _____, 2019.

UNIFIED GOVERNMENT CLERK

Bridgette Cobbins

APPROVED AS TO FORM:

Kenneth J. Moore
Chief Counsel





Staff Request for Commission Action

Tracking No. 19745

Full Commission Meeting Date: 5/30/19

Committee: Public Works & Safety

Date of Standing Committee Action: 5/20/19

(If none, please explain):

Publication Required: Yes 6/6/2019

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
5/7/2019	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:

This ordinance would repeal the existing prohibition on owning or possessing pit bull dogs within the city limits, submitted by Jeff Conway. The effect of the repeal would be to permit the owning or possessing of pit bull dogs within the city and to eliminate the breed-specific ban within the UG Code of Ordinances. It is sponsored by Commissioner Bynum and Philbrook.

Action Requested:

Approve the ordinance

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Pit bull repeal ordinance, Sec. 7-219 Pit bull dog

(Published _____)

ORDINANCE NO.

AN ORDINANCE relating to pit bull dogs; repealing original section 7-219 of the Code of Ordinances of 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 7, Article VI, of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended by repealing section 7-219.

Section 2. This ordinance shall take effect and be in full force upon its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
MAY 30, 2019.

David Alvey
Mayor/CEO

ATTEST:

Unified Government Clerk

Sec. 7-219. - Pit bull dogs.

- (a) *Unlawful to keep.* It shall be unlawful to keep, harbor, own or in any way possess within the city limits any pit bull dog. As used in this section, the term "pit bull dog" is defined to mean:
- (1) The Staffordshire bull terrier breed of dog;
 - (2) The American pit bull terrier breed of dog;
 - (3) The American Staffordshire terrier breed of dog;
 - (4) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier, or any combination of any of these breeds.
- (b) *No further exceptions.* There are no longer exceptions for pit bulls registered with the city as of May 9, 1990, or pit bulls kept as of December 31, 1991, at those locations within the area annexed by Ordinance No. 65653, as there are no pit bulls currently living that were registered as of those relevant dates.
- (c) *Violations and penalties.* Any person violating or permitting the violation of any provision of this section shall, upon conviction in municipal court, be fined a sum not less than \$300.00 and not more than \$1,000.00. In addition to the fine imposed, the court may sentence the defendant to imprisonment in the county jail for a period not to exceed 90 days. Should the defendant refuse to remove the dog from the city, the municipal court judge shall find the defendant owner in contempt and order the immediate confiscation and impoundment of the animal. Each day that a violation of this section continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this section shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this section.

(Code 1988, § 7-130; Ord. No. O-22-03, § 1, 6-5-2003)



Staff Request for Commission Action

Tracking No. 19746

Full Commission Meeting Date: 6/13/19

Committee: Public Works & Safety

Date of Standing Committee Action: 5/20/19

(If none, please explain):

Publication Required: No

<u>Date:</u> 5/8/2019	<u>Contact Name:</u> Terry Zeigler	<u>Contact Phone:</u> x6009	<u>Contact Email:</u> tzeigler@kckpd.org	<u>Department/Division:</u> Police Department
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Item Description:

This RFA is related to the execution of an interlocal agreement between Johnson County, Kansas and the Unified Government/Kansas City, Kansas Police Department. To promote the health, safety and welfare of residents and visitors of Kansas City, Kansas, the Kansas City, Kansas Police Department desires to contract with the Johnson County Communications Center for usage of their existing 911 phone and radio communications equipment for the purpose of having emergency back-up communications center capability.

Action Requested:

Recommend adoption of the resolution by the commission to authorize the Unified Government to enter said agreement by signature of the County Administrator.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution re Comms Center UG and Johnson County, CCC Backup Use Agreement - JoCo Unified Government 2019 Final

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND
JOHNSON COUNTY, KANSAS

Whereas, the Unified Government of Wyandotte County/ Kansas City, Kansas (“Unified Government”) and Johnson County, Kansas (“Johnson County”) are empowered by the laws of Kansas to enter into agreements with each other to perform any governmental service, activity, or undertaking which each is authorized by law to perform;

Whereas, the Unified Government and Johnson County desire to enter into an Agreement in which the Unified Government will contract for usage of existing 9-1-1 phone and radio communications equipment at the Johnson County Communications Center facility for the purpose of having emergency back-up communications center capability;

Whereas, both parties will gain operational and financial benefits by agreeing to shared usage of existing emergency communications equipment in the Johnson County Communications Center, such as cost efficiency, increased effectiveness in the delivery of public safety services, enhanced communication between agencies, improved information flow between agencies, immediate assistance in emergency situations and enhanced interoperability;

Whereas, an agreement has been prepared describing the parties’ cooperation and responsibilities concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT 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 _____, 2019.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/ KANSAS CITY, KANSAS

By: _____

David Alvey
Mayor/ CEO

(SEAL)
ATTEST

Unified Government Clerk

AGREEMENT FOR BACK UP USE OF THE JOHNSON COUNTY COMMUNICATION CENTER

THIS AGREEMENT is entered into as of the ____ day of _____ 2019, between Unified Government/Kansas City, Kansas, a political subdivision of the State of Kansas, hereinafter referred to “Unified Government” and Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as “Johnson County,” each party duly having been organized and now existing under the laws of the State of Kansas.

RECITALS

A. Johnson County has constructed a County Communications Center (CCC) facility for emergency communications for fire, emergency medical, and law enforcement services which is located at 11880 S. Sunset Drive, in Olathe, Kansas.

B. Unified Government desires to contract for usage of existing 9-1-1 phone and radio communications equipment at the CCC facility for the purpose of having emergency back-up communications center capability.

C. Unified Government and Johnson County can achieve operational and financial benefits by agreeing to shared usage of existing emergency communications equipment in the CCC, such as cost efficiency, increased effectiveness in the delivery of public safety services, enhanced communication between agencies, improved information flow between agencies, immediate assistance in emergency situations and enhanced interoperability.

D. K.S.A. 12-2908 authorizes the parties to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

E. The governing bodies of each of the parties hereto decided to enter into such Agreement for the purposes stated herein.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. Purpose.

This Agreement authorizes the usage of 911 and public safety communications equipment and facilities located at the CCC by Unified Government for the purpose of providing a back-up public safety communications capability that may be utilized by Unified Government

in the event of a significant operational failure at its primary communications center in Kansas City, Kansas, and for the mutually agreed upon training of Unified Government personnel at the CCC.

2. Responsibilities.

A. Facility Director: The CCC Director appointed by the County Manager shall be responsible for the administration of the CCC, for coordination of usage of the CCC by public safety agencies, and for administration of the provisions of this Agreement.

B. Responsibilities of Johnson County: Johnson County shall establish the standards, specifications, and vendors for all equipment and systems in the CCC. As set forth in this Agreement, Johnson County agrees to make available to Unified Government the 911 and public safety communications equipment installed on dispatch consoles in the CCC and will provide for the ongoing maintenance of such equipment.

C. Responsibilities of Unified Government: Unified Government agrees to be responsible, at its cost, for the purchase of any equipment, Computer Aided Dispatch (CAD) system, or other electronic equipment directly related to the delivery of public safety communications services by Unified Government from the CCC and which are not provided as standard equipment on the dispatch consoles in the CCC. Further, Unified Government agrees to be responsible, at its cost, for staffing the dispatch consoles at the CCC as soon as feasible when Unified Government 911 calls and/or radio communications are to be processed at the CCC. Unified Government will schedule training for usage of the CCC with the Facility Director or his designee at a mutually agreeable time.

D. Utility Access: Unified Government shall be responsible for the installation and cost of any non-standard utility service or equipment that is not already provided within the operation of the CCC. Johnson County is not responsible for any interruption or failure of utility service, and Unified Government hereby agrees to release and hold harmless Johnson County from any and all liability, costs, or damages arising from any interruption of such service.

E. Use and Security: Each party agrees and understands the CCC is a secure building and that security of access will be maintained at all times. Access to and use of the CCC by Unified Government is limited to the purpose covered in this Agreement. Unified Government agrees not to use or permit any other person or entity to use the CCC in a manner not authorized by this Agreement. The Unified Government shall comply with County Communications Center Directive No. 09-112 and amendments thereto, which establishes CCC Equipment Room Standards, including but not limited to the room access and approval requirements. Said Directive is attached hereto and incorporated herein by reference.

F. Risk Management: Each party is solely responsible for loss or damage to its property

and equipment and injury to their respective employees while at the CCC facility. Each party shall obtain any desired conventional or self-insurance, or a combination thereof deemed necessary or desirable, for protection from loss or damage bodily injury, property damage, products liability, employer's liability and workers compensation coverage as required by statute. Unified Government employees shall remain Unified Government employees, and not employees of Johnson County, while at the CCC facility.

3. Disputes.

Disputes between parties to this Agreement may occur on matters arising from shared use of the CCC and its systems and upon interactions between agencies and their employees. Disputes related to the use of the CCC and the systems will be addressed by the CCC Director and the Unified Government Public Safety Communications Center Captain or designee. Disputes related to interactions between agencies and their employees should be addressed first by designated managers of the involved parties, then by the CCC Director, the Unified Government Public Safety Communications Center Captain or designee, and the Johnson County Sheriff, as the case may be, if Johnson County sheriff personnel are involved.

4. Term and Termination.

The initial term of this Agreement shall be for a period of five years beginning upon the date of approval by the later of the two parties. The Agreement may thereafter be extended for up to three successive five year periods if mutually agreed to in a signed writing by County Manager or designee. Either party may terminate this agreement for any reason, or for no reason, upon written notice of not less than 60 days to the other party. If the reason for termination is default under this Agreement, the defaulting party shall have ninety days to cure the defect(s) before the Agreement may be terminated.

5. Costs.

A. Johnson County shall make available to Unified Government, for its use under this Agreement an area on the CCC operations floor equipped with a minimum of six dispatch furniture consoles, 911 equipment, six Motorola MCC 7500 dispatch consoles, computers for access to Internet services and a control station radio. As CCC equipment is updated or replaced, it is the parties' intention that such equipment shall be made available to Unified Government without an amendment to this Agreement.

B. The total cost of the dispatch consoles and equipment within the CCC is divided by 365 days to identify a daily cost for usage of the CCC by Unified Government. The usage of the CCC for each twenty-four hour period is listed in **Appendix A** to this Agreement. Unified Government agrees to pay a base annual charge of \$4,400 for the use of the CCC which allows Unified Government four, 24 hour use periods during each year. Use of the CCC in addition to the four, 24 hour periods in a year shall be at the daily cost listed in **Appendix A**. Such usage shall be for training and familiarization of Unified Government staff with the CCC and its equipment, as well

as for testing of back-up operational procedures and for emergency operations to provide 911 and public safety communications services to Unified Government. If additional CCC space is requested for use by Unified Government, and approved by the CCC Director or the Director's designee, the cost for a 24 hour period will be applied for use of such additional space.

C. Except for the base charge stated above and the reimbursement of personnel costs stated below, the Unified Government shall be given credit for ten (10) days in each calendar year that the Unified Government may use the equipment, services and/or physical space at the CCC as stated herein at no cost.

D. The costs for usage of the designated physical space in the CCC shall commence in May 2019 and will be assessed thereafter on an annual basis in accordance with the provisions of **Appendix A**.

E. CCC Information Technology Equipment Room. The parties contemplate that Unified Government may, in the future, desire to locate computer servers and network equipment in the CCC Information Technology Room which may be allowed by an addendum to this Agreement entered into and signed on behalf of the parties by the CCC Director and the Unified Government County Administrator.

F. Costs for Johnson County personnel to provide services. Johnson County reserves the right to charge Unified Government for the staff time spent answering Unified Government 911 calls and in providing public safety communications services to Unified Government emergency responders. Generally, such a charge for service shall not be imposed for the first hour that such service is provided in an emergency situation. The total hourly salary and benefits cost for Sheriff Communications personnel and for Emergency Communications Center personnel are listed in **Appendix A**. Such costs may be adjusted annually and will be in effect upon notice to Unified Government.

G. In addition to the costs set out above, the Unified Government is responsible for the installation, maintenance, and costs associated with any additional telephone, data, and internet access lines required to operate the Unified Government's equipment located at the Data Center. Any modifications to electrical power beyond what is described above is the responsibility of the Unified Government.

H. For any costs or other charges owed by the Unified Government under this Agreement, Johnson County shall bill Unified Government and Unified Government shall pay Johnson County within thirty (30) days of receipt of the County's bill.

5. Usage of the CCC Facility by Unified Government.

The parties acknowledge and agree that this Agreement contemplates the use of the CCC facility by Unified Government in those unforeseeable and infrequent situations where Unified Government's emergency communications system is temporarily inoperable or out of service. Unified Government's access to the CCC facility, while authorized by this Agreement in general, shall be governed by the particular protocol to be established upon execution of this Agreement, by the CCC Director, Johnson County Sheriff, and the Unified Government Public Safety Communications Center Captain, or their designees. Such protocol shall document the specific procedures to be followed when Unified Government desires to have 911 calls transferred to the CCC for emergency or training purposes, as well as when Unified Government personnel will relocate to the CCC for operational and training purposes. The established protocol may be and reviewed annually updated as needed by the parties.

The protocol should be signed by the parties or their designees and attached to this agreement when completed.

6. Notification.

All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand, e-mail, facsimile or any other reliable method to other party, or when deposited with the U.S. Postal Service as certified or registered mail, postage prepaid, addressed:

If to Johnson County:	Ellen Wernicke, Director Johnson County, Kansas County Communications Center Emergency Management and Communications 11880 S. Sunset Dr. Olathe, KS. 66061
If to Unified Government:	Director of Emergency Management <u>Unified Government Municipal Office Building</u> <u>701 N. 7th Street</u> <u>Kansas City, Kansas, 66101</u>
<u>With a copy to:</u>	<u>Chief Counsel</u> <u>Unified Government Legal Department</u> <u>701 N. 7th Street</u> <u>Kansas City, Kansas 66101</u>

7. Amendment.

This Agreement may be amended by supplemental writing signed by both parties.

8. Security.

The Data Center is a secure facility, and Unified Government personnel must be escorted into the Data Center. The County agrees that, at all times while this Agreement is in effect, upon Unified Government's request, the County will make available a representative to escort Unified Government's personnel into the Data Center. The Unified Government agrees not to use the Data Center for any other purpose nor to engage in or permit any other activity within or from the Data Center.

9. Miscellaneous.

A. The Unified Government understands and agrees that the County may need to temporarily shut down the Data Center and its systems periodically for routine maintenance or unexpected repairs. The County will provide the Unified Government with reasonable advance notice should a shutdown become necessary, unless an emergency or urgent circumstance prevents such notification, in which case notice will be provided as soon as reasonably possible.

B. Without waiving any of the protections and immunities afforded by the Kansas Tort Claims Act, each party shall indemnify and hold harmless the other party from any and against all claims, losses, damages or costs arising from or in any way related to the negligent or intentional act, error, or omission of the other, its officers, employees or agents, in performing under this Agreement to the extent allowed by law, including the Kansas Cash Basis law. Under no circumstances shall either party be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or related to the services provided by the County pursuant to this Agreement. Under no circumstances shall the County be liable for any claims, losses, damages or costs arising from or in any way related to the Unified Government's use of its equipment, or any replacements thereof, including, but not limited to, lost, damaged, or inaccessible data, records, or information.

C. This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the "Act"). By virtue of this Act, each party hereto is obligated only to pay costs contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the then current budget year or from funds made available from any lawfully operated revenue producing source.

D. The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any data, information, services or products provided

in connection with, included in, or regarding this Agreement. No advice or information given by County officers, employees, agents, or contractors shall create a warranty or other obligation.

E. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the Unified Government under any circumstances. All Unified Government employees coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the Unified Government for all purposes and shall not be deemed employees of the County under any circumstances.

F. If either party is unable, by force majeure, to perform its obligations under this Agreement, it is agreed that performance of such obligations by such party, so far as they are affected by force majeure, shall be excused from the inception of any such inability. The term “force majeure”, as used in this Agreement, shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which is not within the reasonable control of such party, except that force majeure shall not relieve the Unified Government of its cost obligations under this Agreement. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

G. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

H. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

I. (a) The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein; (b) Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing; and (c) Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

J. Each person signing this Agreement represents and warrants that they have read this Agreement; that they understand the terms and provisions of this Agreement; and, that they are duly authorized and have the legal capacity to execute and deliver that which is set forth in this Agreement.

K. This Agreement represents the entire Agreement between the Unified Government and Johnson County and supersedes all prior agreements, understandings or promises, whether oral or written, between the parties pertaining to, or in connection with, the

subject matters of this agreement and the services to be performed hereunder, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

L. No party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations thereunder.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

Attest:

Lynda Sader, Clerk of the Board

Approved as to form:

F. Lawrence McAulay, Jr.
Assistant County Counselor
Johnson County Legal Department
111 South Cherry St., Suite 3200
Olathe, KS 66061
913-715-1900
larry.mcaulay@jocogov.org

BOARD OF COUNTY COMMISSIONERS
OF UNIFIED GOVERNMENT/KANSAS CITY, KANSAS

Douglas G. Bach, County Administrator

Attest:

Bridgette Cobbins, Unified Government Clerk

Approved as to form:

Casey Meyer
Assistant Counsel
Unified Government Legal Department
701 N. 7th Street
Kansas City, Kansas 66101
(913) 573-5060
cmeyer@wycokck.org

APPENDIX A

COSTS FOR USAGE OF THE CCC FACILITY BY UNIFIED GOVERNMENT

Equipment and Services:

Six (6) dispatch consoles that each are equipped with 911 and Motorola MCC 7500 dispatch consoles, computers for Internet access and a control station radio. The total cost for such equipment is divided by 365 days to identify a daily cost for twenty-four hours of usage of a Training Room. Any usage of some or all of the dispatch consoles in a Training Room will be at the daily rate for the room.

The 2019 daily cost for usage of the CCC is \$1,314.

Annual rate increases for use of the CCC will not exceed 3%.

Personnel Costs:

2019 employee compensation rates for Johnson County employees in the CCC are:

Johnson County Sheriff Communications Personnel: \$33.42/hour/Deputy Sheriff

Johnson County Emergency Communications Center Personnel: \$31.88/hour/dispatcher

Hourly compensation costs will be adjusted annually and provided to Unified Government.



Staff Request for Commission Action

Tracking No. 19750

Full Commission Meeting Date: N/A

Committee: Public Works & Safety

Date of Standing Committee Action:
(If none, please explain):

Publication Required: No

<u>Date:</u> 5/10/2019	<u>Contact Name:</u> Jeremy Rogers	<u>Contact Phone:</u> x8304	<u>Contact Email:</u> jrogers@wycokck.org	<u>Department/Division:</u> Parks & Recreation
<u>Item Description:</u> Report on the operation of the Joe E. Amayo, Argentine Community Center, 2810 Metropolitan Avenue. <i>For information only.</i>				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Unified Government Clerk's Office

Bridgette D. Cobbins

Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260

Fax: 913-573-5299

<http://www.wycokck.org>

April 18, 2019

Tucher Manck

Email: ceceharlin2@yahoo.com

Ms. Manck:

Your request to appear before a standing committee to discuss tennis courts and parks, has been approved for the following standing committee:

COMMITTEE: Public Works and Safety Standing Committee

DATE: Monday, May 20, 2019

TIME: 5:00 pm Public Works and Safety Standing Committee

LOCATION: Municipal Office Building

701 North 7th Street, 5th floor conference room (Suite 515)
Kansas City, KS 66101

You will be given up to five minutes to make your comments. All comments must pertain to the subject matter.

If you have any questions, do not hesitate to contact me at 573-5263.

Sincerely,

Bridgette D. Cobbins
UG Clerk

c: Ken Moore, Chief Legal Counsel



Unified Government Clerk's Office

Bridgette D. Cobbins

Unified Government Clerk

FILED

OCT 24 2018

UNIFIED GOVERNMENT CLERK

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260

Fax: 913-573-5299

E-mail: bcobbins@wycokck.org

<http://www.wycokck.org>

REQUEST TO APPEAR FORM

Requestor will be given 5 minutes to speak to committee

Standing Committee: _____

Name: Tscher Manck
First Last

Address: 212 North 38th Street
Street
Kansas City Ks 66102
City State Zip

Phone Number: (913) 232-3912

E-mail address: Tschermanck@gmail.com

Brief description of topic to be discussed:

During the 1990's there was a Free Tennis
program, Ran by Mr. Robert Harrison.
We (Mr. Harrison & myself) would like
to start the program up again. All
we request is that Klammer & Quindaro
Park's Tennis Courts be repaved & lined.

P.S. I Participated in this program as a child.
iving right off Quindaro and sincerely
I have to say that Tennis
was my heaven inside Hell.

Signature