



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, August 24, 2020
5:00 PM

Location:

You are invited to a Zoom webinar.

When: Aug 24, 2020 05:00 PM Central Time (US and Canada)

Topic: PW/S & A/HS Standing Committee Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/97607313705?pwd=cVlwbFovSUZiM3ZvQzRibGhJeFZEQT09>

Passcode: 003775

Or iPhone one-tap:

US: +13462487799,97607313705# or +16699009128,97607313705#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)

Webinar ID: 976 0731 3705

International numbers available: <https://zoom.us/u/acvIInEJoF>

<u>Name</u>	<u>Absent</u>
Commissioner Melissa Bynum, Chair	☐
Commissioner Angela Markley	☐
Commissioner Christian Ramirez	☐
Commissioner Mike Kane	☐
Commissioner Jane Philbrook	☐
Tom Groneman, BPU Board Member	☐

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

II. **Revisions to August 24, 2020 Agenda**

III. **Approval of standing committee minutes from June 22, 2020.**

IV. **Committee Agenda**

Item No. 1 - UPDATE: ILLEGAL DUMPING & LITTER ELIMINATION (IDLE)

Synopsis: In 2020, SOAR launched the Illegal Dumping & Litter Elimination (IDLE) Team, which has been meeting twice a month since January. The team includes representatives from 12 departments, submitted by Melissa Sieben, Assistant County Administrator. For this presentation, staff will go over IDLE's progress, including wins and challenges, and provide

data on illegal dumping in Wyandotte County.

Information only.

Tracking #: 20314

Item No. 2 - RESOLUTION: AUTHORIZING AN AGREEMENT WITH THE BONNER SPRINGS/ EDWARDSVILLE SCHOOL DISTRICT FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER.

Synopsis: Request approval to enter into an agreement with the Bonner Springs/ Edwardsville school district for the provision of a School Resource Officer to serve at schools in the district, submitted by Susan Alig, Assistant Counsel.

Tracking #: 20305

Item No. 3 – GRANT: FY20 FEDERAL JUSTICE ASSISTANCE GRANT (JAG) GRANT

Synopsis: The Police Department is seeking approval to apply for and accept the FY20 Edward Byrne Memorial Justice Assistance Grant in the amount of \$88,514. A portion of this grant would be used to help train and fund our newly established comfort canine program. These canines will be used both to assist officers with the stress and trauma that they experience during line of duty incidents and also to calm and ease victims of crime within our city. The remainder of the grant money will be utilized for officer protective equipment that will be utilized for training scenarios and in the case of civil unrest, submitted by Steve Haulmark, Assistant Chief, Police Department.

Tracking #: 20315

Item No. 4 - PROPOSAL: METRO 24 FITNESS MANAGEMENT AGREEMENT

Synopsis: A proposed renewal of Metro 24 Fitness Management Agreement for the Joe E. Amayo Community Center, submitted by Angel Obert, Assistant Director Parks and Recreation.

Tracking #: 20258

V. Public Agenda

VI. Adjourn

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, June 22, 2020**

The meeting of the Public Works and Safety Standing Committee was held on Monday, June 22, 2020, 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, Ramirez, Philbrook, Johnson, and BPU Board Member Groneman. The following officials were also in attendance: Melissa Sieben, Gordon Criswell and Alan Howze, Assistant County Administrators; Ken Moore, Chief Legal Counsel; Misty Brown, Deputy Chief Counsel; Juliann VanLiew, Director of the Health Department; Gunnar Hand, Director of Planning; Asst. Chief Steve Haulmark, Police Department; Acting Deputy Chief Rance Quinn, Police Department; Nathan Cho, Intern in Legal Department; and Angel Obert, Recreation Division Manager.

Chairman Bynum said before I call the meeting to order I want to announce that some committee members, staff and public are attending remotely via ZOOM as well as on-site. All participants joining by phone should mute their phones when they're not speaking to avoid background noise and during the meeting, please make sure that you announce yourself by name and title every time you speak so that the public knows who is speaking. This is critical given the number of remote participants and it is also current guidance from our Kansas Attorney General.

Due to COVID-19 the public has been allowed to submit comments by email prior to the meeting and those will be included in the record of this meeting.

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

There were no minutes to consider due to cancellation of the April 27, 2020 meeting.

Chairman Bynum said there are no revisions on tonight's agenda. **Bridgette Cobbins, Unified Government Clerk**, said Madam Chair, we do have a blue sheet. It was sent out to you earlier today. **Chairman Bynum** said I did not receive it. Can you tell me what it is? **Commissioner Markley** said I think that's on mine Bridgette. **Ms. Cobbins** said we have blue sheets for both

agenda's tonight. On the Public Works & Safety Standing Committee, we will be deleting Item No. 3 which is the presentation for the KC Levees Project Update. **Chairman Bynum** said so that is our blue sheet update, there is no Item No. 3.

Melissa Sieben said due to our furlough situation, we were not able to have Sarah White available to present tonight. **Chairman Bynum** said that is not a problem. Thank you very much. I'm sorry, I didn't see that. So, that is one revision to tonight's agenda, eliminating Item 3. With that, we have two remaining agenda items. The first of which is a grant, Community Based Crime Reduction and we have Deputy Chief Steve Haulmark as well as Assistant County Administrator Alan Howze here, if I'm not mistaken.

Committee Agenda:

Item No. 1 – 20196...GRANT: COMMUNITY BASED CRIME REDUCTION

Synopsis: The Police Department, in conjunction with the Health Department, has submitted a federal grant that is focused on Community Based Crime Reduction, submitted by Alan Howze, Assistant County Administrator. The deadline for the grant submission was June 11. The grant is for three years and up to \$1M. No match required.

Alan Howze, Assistant County Administrator, said I'll start it off and then hand it over to Deputy Chief Haulmark. We're also joined by the Director of the Health Department Juliann VanLiew who was part of this grant submission. As the information on the agenda noted the Police Department in conjunction with the Health Department has submitted for this federal grant that is really focused on Community Based Crime Reduction and specifically around reducing gun violence in the community.

Also, we'll note that the grant submission deadline for this, we came upon it, the Police Department and others worked on it, the due date was June 11th and we didn't realize the opportunity until prior to—or after the previous meeting of the Standing Committee. So, we bring it to you having already submitted for it and request your approval for acceptance should we be so fortunate as to get the grant. This grant is for three years and up to \$1M. It's also 100% federal. There is no local match on this grant. It does; however, acknowledge I'll note this right up front, it does come as other federal grants with conditions related to cooperation with federal officials. The Commission recently heard more about the Self & Welcoming ordinance and had that

ordinance been in effect, it would have come in conflict with the federal conditions requested of the grant. However, under current guidance within the UG, that conflict did not exist and so that cooperation was included as part of the grant application.

Like I said, the focus of the grant was reducing violent crime in the community and it has really has four main components; enforcement, technology, community partnerships and taking a public health approach. With that, I will turn it over to Asst. Chief Steve Haulmark to talk about enforcement and technology as part of this grant application.

Deputy Chief Steve Haulmark said as Alan stated, we are seeking approval to accept a federal award through the FY20 BJA, Innovations In Community Based Crime Reduction Grant Program. This program is designed to assist law enforcement agencies in reducing serious and violent crime by building trust and developing support within specific communities where crime is heavily concentrated. As you are all aware, there are six census tracts in KCK which have been designated as Opportunity Zones. The area that we will designate for this endeavor includes the Police Department's previously established DDACT Zone as well as two adjoining Opportunity Zones.

We will target these neighborhoods with a four-prong approach which are enhanced enforcement through hotspot policing, technology which includes the additional worn traffic cameras, epidemiology in which we will work with the Health Department to help identify characteristics of individuals in community's perpetrating and fallen victim to violence and community engagement by expanding upon the relationships we have with several of our current community partner organizations.

Our federal request will be just under \$1M and that includes funding for personnel, equipment, and software to support the endeavors. The project period will last for three years and, again, as Alan had stated, there is no match requirement to the UG.

Mr. Howze said I will turn it over to Juliann VanLiew, Director of the Health Department, to talk a little bit about what the public health approach is in this context.

Juliann VanLiew, Director of the Health Department, said just a couple words on that. The field of public health in just the last decade has really started to have kind of a subset within epidemiology that's devoted to epidemiology of violence prevention. We're really excited, from

a Health Department standpoint, to get to participate in this by hiring an epidemiologist specific to violence prevention to conduct work like social network analysis to understand who is perpetrating this in our community, what the risk and protective factors are like infectious disease, crime. Gun violence specifically is impacted by exposure including frequency and duration. So, using those public health principles to better understands the spread of violence in our community, we think can really add a lot to what the Police Department is already doing into this newer kind of community based approach.

We're excited to partner and kind of bring a new angle to this work.

Chairman Bynum said if I could just get a notion, Deputy Chief Haulmark, you had mentioned briefly what the dollars would purchase. Could you tell us that again and then between you and Ms. VanLiew maybe you could extrapolate what all you see spending the money on over a three year time period. So, in other words, x number of widgets would be in use by the Police Department, but then the Health Department would use a different set of items or software or as you stated, Juliann, a person. Could you just give me that one more time? **Deputy Chief Haulmark** said I could, but I think Alan might be better suited to do that. He did the markup on the budget narrative.

Mr. Howze said I think roughly a third of it goes to technology and that's camera's predominately to expand the camera network. Under the previous Tips Federal Grant, the KCKPD has started to implement a camera network and recently also working closely with other regional partners as part of a strategy to address crime in the community and this would add several hundred thousand dollars for the purchase of additional cameras. Those are also connected into largely, in most cases, to the fiber network that has been put into place that supports the PD operations as well. That's a piece of it.

There's another portion of it which is personnel and that includes everything from police overtime costs to, as mentioned, hiring an epidemiologist, hiring a program coordinator, and a crime analyst as part of the grant.

There's funds also allocated for community partnership and specifically for the Police Athletic League to serve as a convening agent in support of the grant and bringing different community partners together. I think those are the main components of the budget as it was

developed.

Chairman Bynum asked, does any other member of our committee have a question on this item and, Ms. Cobbins, were there any comments received from the public. **Bridgette Cobbins, Unified Government Clerk**, said no comments from the public.

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

Mr. Howze said, Commissioner Bynum, if I may, I should have mentioned this at the onset as well. In addition, we wanted to bring back to you real quick, there was a request for a timeline on body cameras specifically since we last met. So, while we’re discussing the police grants we asked Deputy Chief Quinn to kind of just flash up on the screen here a timeline for body cameras at the request of the committee. We didn’t add it as a separate item, but I’m funneling it together with this item if that’s okay. **Chairman Bynum** said that would be great.



Deputy Chief Rance Quinn said I’ll go ahead, and I will be as brief as I can here.

GOALS:

- ⇒ Outfit marked patrol units, Police Officers and Animal Services Officers of the KCKPD.
- ⇒ The newly acquired cameras would replace an aging fleet of in car cameras and provide an additional tool to the officers.
- ⇒ The cameras would record any enforcement contact with the citizens of our community.



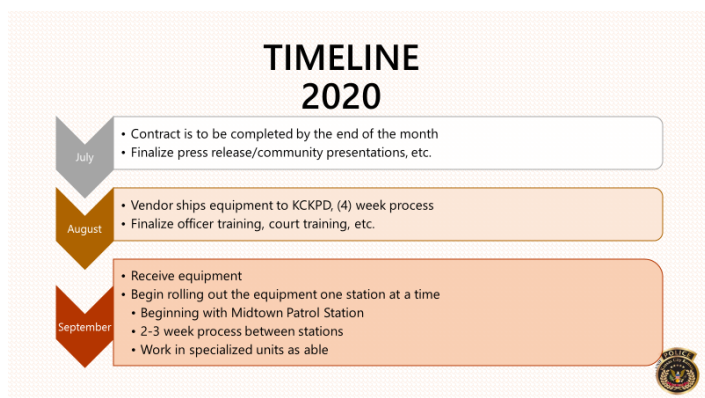
The goal of this project is to outfit marked patrol units, Police Officers, and Animal Services Officers of the KCKPD with body-worn cameras and in-car cameras to update our aging fleet of in-car cameras that we have now that are approaching anywhere from 15 to 20 years old depending on the cameras that we are talking about. Being able to record any enforcement contact that our citizens have or that our police officers have with the citizens of our community.

WHY?

- ⇒ Improve officer safety
- ⇒ Enhance public trust
- ⇒ Strengthen evidence of crime scenes and investigations
- ⇒ Increase officer and citizen accountability
- ⇒ Improve officer training
- ⇒ Reduce liability



Why are we doing this, to improve officer safety, to enhance public trust, strengthen evidence of crime scenes and investigations, to increase officer and citizen accountability, improve officer training and reduce liability.



Here's the timeline to kind of update where we are in this process. Our contract is to be completed by the end of the month, meaning July. They're working it now sending Statement of Work back and forth between our vendor and our legal team and during that same timeframe we're going to finalize our press release. It will be like a pushout to the community to tell them where we're going with body-worn cameras. In the month of August, or once our vendor has been told the contract is signed, they're telling us it will take four weeks in order for the equipment to arrive to us. During that same timeframe we're going to finalize our officer training, figure out which direction we're going to go with that and we're going to spin up our courts, Municipal Court and District Court, on how we're going to send them the evidence they would need in order to utilize the system to its capabilities.

In September when we receive the equipment we're going to begin rolling that out one station at a time. The reason we've chosen that approach is this is a pretty big venture that we're moving onto here and to spin up our Midtown Patrol Station would be the ones that utilize these same cameras for our pilot program, so they would be the easiest ones to get up and running.

We're anticipating a 2-3 week process while we're doing that and if it goes well, then we can incorporate our specialized units during that 2-3 week timeframe before we roll out to the next station. In all we have four stations that we would push these out to. It would be Midtown Patrol, East Patrol, South Patrol, and West Patrol; not necessarily in that order. So, we would hope to have that process starting in September. I'm looking at 2-3 weeks per station. You're looking at 12-15 weeks give or take to get them out to all of the officers.

PROGRAM CHALLENGES

- ⇒ IT Staff to facilitate the system
 - ⇒ Received approval to hire two people beginning July 2021 or one beginning Jan 2021. The one person in January was selected.
 - ⇒ This will be a IT person to help keep equipment up and running, infrastructure etc.
- ⇒ Kansas Open Records Act (KORA) Requests/Subpoena Requests
 - ⇒ It is expected that numerous open records requests and subpoenas for information will overwhelm our existing person.
 - ⇒ Additional personnel will be needed for this function.
- ⇒ Auditing Process
 - ⇒ Best practice is to have auditing personnel.
 - ⇒ Currently the KCKPD does not have personnel to do this function.
 - ⇒ The auditing personnel only audit if the cameras were turned on when required and stay on during the citizen contact.
 - ⇒ Jurors have been found to hold the video footage from a BWC/In Car camera more credible then the testimony of an officer.
 - ⇒ When an officer forgets to turn on a camera, no camera was available, a camera malfunction occurred during a critical incident it is viewed as a negative.
- ⇒ To clarify, IT Support, KORA/Subpoena requests and Auditing are all separate functions and require personnel.



Some program challenges here; IT staff can facilitate the system. We received approval to hire two people beginning in July of '21 or one beginning in January of '21. We chose that latter option. We would like to have the person up and running in January so that way they are familiar with the program. This is an IT related person to help infrastructure, keep the equipment up and running to make sure we don't have any problems; those sort of things.

Some other challenges that we are going to have to deal with at some point is Kansas Open Records Act for subpoena's and open record requests. Right now, we've got a handful of cameras that keeps our one person that we have busy on a regular basis; however, once we go live with 300 cameras and over 100 in-car cameras, the number of videos are going to be approaching 300,000 to 500,000 per year. So, you expect numerous open records requests and subpoena requests for those videos and we're going to have to figure out how we're going to do that because currently we don't have the personnel to that.

The auditing function; best practice across the country, we've noticed lately is that you have to have somebody who audits the program and the audit person here that I'm referring to is not to review the video. This persons task all day long, eight hours a day, every single day, is to simply to pair up a call for service to the actual car video to the body-worn camera video. All they do is make sure that the camera was turned on, make sure it wasn't turned off, you know, prematurely. What they have found is that if there is a significant incident that occurs and the camera was not turned on the way it should have been, the officer just forgot, got sidetrack, something like that, that the officer loses credibility by not having the camera on. Jurors are now finding that the body-worn camera footage is more credible than the actual police officer testimony and so there is a huge negative impact when it is found that there are officers out there who are not turning the cameras on. They are now instituting auditing people across the country who simply sit there,

match up calls for service to the camera footage to make sure the officers are doing that, turning them on and off all day every day.

To clarify, these positions are all different positions. IT support is for the equipment part of it, KORA subpoena request is another piece of that and then the auditing function is also a third piece that currently we don't have the personnel for it. At some point as we move forward into this project we're going to have to figure out how we're going to approach this. With that, I'll stop sharing this and if there are any questions, I can help out.

Chairman Bynum asked are there any questions from the committee. So, Deputy Chief, it sounds like you're confident then in full rollout by the end of 2020. **Deputy Chief Quinn** said yes. The only thing that's kind of holding up right now is that the vendor and the UG Legal team has to work out some final details. Once that happens, it's just a matter of shipping the equipment to us.

Chairman Bynum asked anyone else have a comment or question on our body-worn camera program for the KCK Police Department. If not, thank you very much and I believe that completes that item and we can move to the second and last item on our agenda for Public Works & Safety tonight. We have Misty Brown, Deputy Chief Counsel, here to give us presentation and background information on this request.

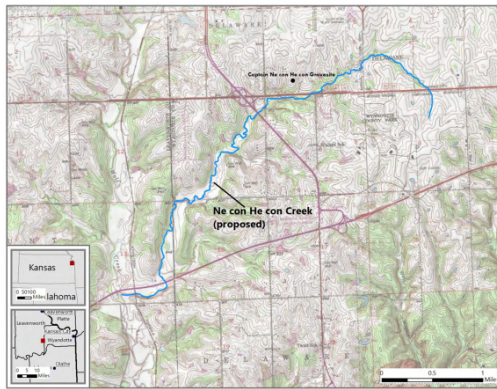
Item No. 2 – 20198...RESOLUTION: NAMING TRIBUTARY AFTER CHIEF NE CON HE CON

Synopsis: A resolution recommending the naming of a 6-mile long tributary in Wyandotte County after Chief Ne Con He Con, submitted by Misty Brown, Deputy Chief Counsel.

Misty Brown, Deputy Chief Counsel, said I would like to go ahead and recognize Nathan Cho. He is our Legal Department Intern who worked on this item. We also have Brad Harrington who is the Vice President of the Bonner Springs Historical Preservation Society that, I believe, started this request. So, we have this resolution of support, and I will turn it over to Nathan and Brad to give their presentation.

Nathan Cho, Intern in the Legal Department, said I will let Brad speak because he is the one

who prepared the original application to the Board of Geographic Names, but basically, the Board of Geographic Names is in charge of making sure we have a uniform naming system throughout the country, and they received their application from Brad. They have solicited our feedback alongside Leavenworth County to make sure there is local support for the name change. Brad, if you would like to discuss the application. I have the PowerPoint opened up and I'll be happy to do the slides as you need.



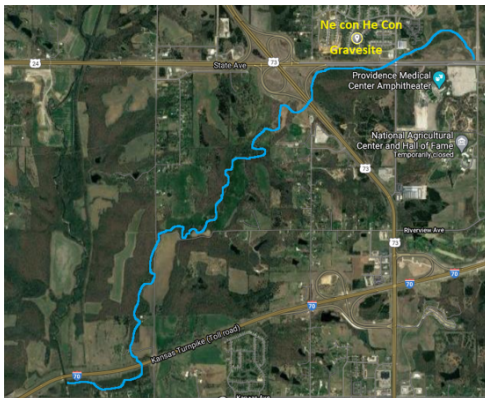
Brad Harrington, Vice President of the Bonner Springs Historical Preservation Society, said it's been proposed that this name be recognized as the actual given name of this creek. Captain Ne-Con He-Con is buried near the headwaters of this creek. I actually found the actual name on an 1870's map.



It's also here in our PowerPoint. It's an 1870's map of Wyandotte County and if you zoom in there, you can see it said Ne Con He Con Creek and he is buried in that area where the old Indian Cemetery and Broom Factory is there on the map and that is now in the Delaware Ridge Housing Development.



We would like this creek to be recognized as its actual given name of Ne Con He Con Creek. Then also, Bonner Springs, the city of Bonner is going to be speaking about this this evening at their City Council to give their recommendation and consent. We've also reached out to the Delaware Tribe of Indians and to Leavenworth County as well to get everyone's support. So far it seems as though everyone is in much support of this.



Also, one other thing that Captain Ne Con He Con was one of the Chief's of the Wolf Ban of the Delaware Tribe of Indians and this creek, as you can see there highlighted in blue, flows then into the Wolf Creek that here's just outside of Bonner Springs and then, of course, that then flows into the Kaw River. Any questions?

Commissioner Markley said I was going to say, as Commissioner Bynum knows from our pre-agenda meeting, I'm actually the commissioner who saw a female come through and just say well I don't see why not, so it sounds like a good idea to me. I asked staff to look into what it would take to assist Brad in his request and it's still here in his presentation and I guess my response is

still I don't see why not. It seems like a nice idea to me, so hopefully, there are others who have similar thoughts.

Chairman Bynum said I agree. I also like the idea and I appreciate Commissioner Markley for recognizing it and asking that we look into it and make sure it's something that we can do. I would ask, what is the step once you have Leavenworth County, Bonner Springs and Unified Government, what seals the deal after the local municipalities and counties say yes? **Mr. Harrington** asked, Nathan, do you want to speak on that, or I can. It's in front of the Board of Geographical Names and then at their meeting then they would have to either approve or disapprove the actual naming of the creek. There's different guidelines that they have. You can't name it after a living person, and we went through this whole process. I'm not naming it. I'm just getting them to recognize it as its actual given name. They're just basically wanting to make sure that no town that the—no cities or anyone that is in the proximity of this has anything against the recognizing of this name.

Chairman Bynum asked any other questions or comments and, Ms. Cobbins, have we received anything from the public. **Commissioner Markley** said it looks like Bridgette is shaking her head no, so I will make a motion.

Action: **Commissioner Markley made a motion, seconded by Commissioner Ramirez, to approve. (Ms. Cobbins was having audio problems.)** Roll call was taken by Rocki Mayes and there were six "Ayes," Markley, Ramirez, Kane, Philbrook, Bynum, Groneman. **Ms. Cobbins** said I'm back on. It kicked me off for a second. I heard the motion. Thank you.

Chairman Bynum adjourned the meeting at 5:35 p.m.

dt



Staff Request for Commission Action

Tracking No. 20314

Full Commission Meeting Date: 9/3/20

Committee: Public Works & Safety

Date of Standing Committee Action:
(If none, please explain): 8/24/20

Publication Required: No

<u>Date:</u> 8/10/2020	<u>Contact Name:</u> Melissa Sieben, Logan Masenthin, Greg Talkin, Jeff Fisher, Jenna Hillyer	<u>Contact Phone:</u> x5017, x5356, x8628, x5415, x8844	<u>Contact Email:</u> msieben@wycokck.org, lmasenthin@wycokck.org, gtalkin@wycokck.org, jfisher@wycokck.org, jhillyer@wycokck.org	<u>Department/Division:</u> General Services
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Item Description:

In 2020, SOAR launched the Illegal Dumping & Litter Elimination (IDLE) Team, which has been meeting twice a month since January. The team includes representatives from 12 departments. For this presentation, staff will go over IDLE's progress, including wins and challenges, and provide data on illegal dumping in Wyandotte County.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 20305

Full Commission Meeting Date: 9/3/20

Committee: Public Works & Safety

Date of Standing Committee Action: 8/24/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 8/4/2020	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Request approval to enter into an agreement with the Bonner Springs/ Edwardsville school district for the provision of a School Resource Officer to serve at schools in the district, submitted by Susan Alig, Assistant Counsel.				
<u>Action Requested:</u> To adopt the Resolution authorizing agreement.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Bonner Springs SRO authorizing resolution, Bonner Springs Edwardsville USD 204 SRO Contract				

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AND UNIFIED
SCHOOL DISTRICT No. 204 FOR THE PROVISION OF A SCHOOL RESOURCE
OFFICER

Whereas, the Unified School District No. 204, also known as Bonner Springs/ Edwardsville Public Schools (“the District”) and the Unified Government of Wyandotte County/ Kansas City, Kansas (“Unified Government”) 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 District and the Unified Government desire to enter into an Agreement to provide a School Resource Officer to serve at schools for the District;

Whereas, an agreement has been prepared describing the parties’ cooperation and responsibilities regarding such design and construction of improvements;

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 and any other necessary documents to carry out its purpose by signature of the County Administrator.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/ Kansas City, Kansas, this ____ day of _____, 2020.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/ KANSAS CITY, KANSAS

By: _____

David Alvey

Mayor/ CEO

(SEAL)
ATTEST

Unified Government Clerk

**BONNER SPRINGS/EDWARDSVILLE USD 204 SCHOOL RESOURCE
OFFICER**

THIS BONNER SPRINGS/EDWARDSVILLE USD 204 SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT No. 204 ("School District"), a municipality of the State of Kansas, 2200 S. 138th Street, Bonner Springs, Kansas, 66012, and the UNIFIED GOVERNMENT of KANSAS CITY, WYANDOTTE COUNTY, KANSAS CITY KANSAS and the WYANDOTTE COUNTY SHERIFF'S OFFICE (collectively referred to as "Unified Government" or "WYCOSO") a municipality of the State of Kansas, 701 North 7th Street, Kansas City, KS 66101.

WITNESSETH

WHEREAS, pursuant to K.S.A. 12-2908, et seq., as amended, certain municipalities as defined therein, are authorized to enter into contracts to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform and

WHEREAS, the School District and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by having a School Resource Officer serve at the elementary schools within USD 204 in Wyandotte County, Kansas; and

WHEREAS, the governing bodies of the School District and the Unified Government have by resolution agreed to adopt this Agreement.

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

SECTION ONE
EFFECTIVE DATE AND DURATION

This Interlocal Cooperation Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of twelve (12) months, unless sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

The Unified Government and School District do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of jointly providing for a School Resource Officer to serve at the elementary schools located within Bonner Springs/Edwardsville USD No. 204 Schools in Wyandotte County, Kansas.

SECTION FOUR
MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. Unified Government shall budget and be responsible for all payments related to the employment of the School Resource Officer. In exchange for the services provided by the Unified Government to the School District, the Unified Government shall send a statement to the School District on a monthly basis beginning in August of 2020 for payment of **FIVE THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND NO CENTS (\$5,271.00)**. The statement shall be paid within thirty (30) days of receipt by School District.

SECTION FIVE
ADMINISTRATOR

Pursuant to K.S.A. 2904(6)(d)(1) as amended, the parties agree that Unified Government shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the Unified Government or the School District.

SECTION SIX
FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Clerk of the Unified Government and the County Administrator and with the Assistant Superintendent of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN
DESCRIPTION OF ARRANGEMENT

Unified Government agrees to employ and provide a full-time deputy for Bonner Springs/Edwardsville USD 204 (hereinafter referred to as a "School Resource Officer"). The School Resource Officer shall be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the elementary school principals and other appropriate school and School District officials concerning the needs of the schools and their students. School Resource Officer shall perform the duties set

forth in Exhibit A, attached hereto and incorporated by reference. Unified Government shall be responsible for all other costs and matters associated with employing and maintaining the School Resource Officer (i.e., accounting, automobile, uniforms, etc.). If this Agreement is terminated in the middle of the contract year, the Unified Government and the School District agree to divide the costs proportionally associated with the payment of the School Resource Officer for salary as of the time of termination.

SECTION EIGHT

NOTICE OF DEFAULT; CORRECTIVE ACTION

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

SECTION NINE

RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Kansas in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section Eight above, the Unified Government may terminate this Agreement and cease providing a School Resource Officer to Bonner Springs/Edwardsville USD 204 schools.

SECTION TEN

GOVERNING LAW, JURISDICTION, AND VENUE

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

SECTION ELEVEN

COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs including, but not limited to, courts fees and expert witness costs associated with the enforcement of this Agreement.

SECTION TWELVE

NOTICE

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

SECTION THIRTEEN

TERMINATION

Either party may terminate this Agreement at any time by giving the other party at least ninety (90) days prior written notice of the same.

SECTION FOURTEEN

GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Covenants and Conditions. Each provision of this Agreement performable by the Unified Government and the School District shall be deemed to be both a covenant and a condition.

E. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

F. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.

G. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Gender and Number. The singular number includes the plural whenever the context so indicates. As to all this Agreement and any policies or procedures executed in connection thereto, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor confer any rights or benefits to third parties.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this BONNER SPRINGS/EDWARDSVILLE USD #204 SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2020.

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

By: _____
Doug Bach, County Administrator

ATTEST:

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

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF KANSAS:**

Susan Alig, Assistant Counsel

DATED this 24 day of June, 2020.

**BOARD OF EDUCATION OF
BONNER SPRINGS/EDWARDSVILLE USD 204.**

By:  _____
Dan Brungardt, Superintendent

ATTEST:

By:  _____

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF KANSAS:**

General Counsel

Bonner Springs/Edwardsville USD 204



Staff Request for Commission Action

Tracking No. 20315

Full Commission Meeting Date: 9/3/20

Committee: Public Works & Safety

Date of Standing Committee Action: NA
(If none, please explain): 8/24/20

Publication Required: No

<u>Date:</u> 8/10/2020	<u>Contact Name:</u> Laura Cromwell	<u>Contact Phone:</u> x6067	<u>Contact Email:</u> LCromwell@kckpd.org	<u>Department/Division:</u> Police Department
<u>Item Description:</u> The Police Department is seeking approval to apply for and accept the FY20 Edward Byrne Memorial Justice Assistance Grant in the amount of \$88,514. A portion of this grant would be used to help train and fund our newly established comfort canine program. These canines will be used both to assist officers with the stress and trauma that they experience during line of duty incidents and also to calm and ease victims of crime within our city. The remainder of the grant money will be utilized for officer protective equipment that will be utilized for training scenarios and in the case of civil unrest, submitted by Steve Haulmark, Assistant Chief, Police Department.				
<u>Action Requested:</u>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u>				



Staff Request for Commission Action

Tracking No. 20258

Full Commission Meeting Date: 9/3/20

Committee: Administration & Human Services

Date of Standing Committee Action: 7/27/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 7/15/2020	<u>Contact Name:</u> Emerick Cross, Angel Obert	<u>Contact Phone:</u> x6784, x8354	<u>Contact Email:</u> ecross@wycokck.org, aobert@wycokck.org	<u>Department/Division:</u> Parks & Recreation
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Item Description:

This is a proposed renewal of Metro 24 Fitness Management Agreement located in the Joe E. Amayo Community Center. This updated Management Agreement Proposal will include changes to the existing Management Agreement that is current until December 31, 2020.

Action Requested:

Approval

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Metro 24 Fitness



Joe E. Amayo Community Center/ Metro 24 Fitness

Presented by:
UG Parks and Recreation

History

- According to the 2019 County Health Rankings, Wyandotte County is ranked 99th out of 102 reporting Kansas counties
- The Unified Government of Wyandotte County is dedicated to improving the quality of life for all its residents by meeting their health, living and recreational needs
- Commission voted in July 2016 to move forward with funding necessary upgrades to house a fitness facility
- Administration instructed Parks and Recreation to request a Notice of Need for a proposed fitness center at Joe E. Amayo Community Center
- Notice of Need was posted on August 15, 2016
- Awarded to Metro 24 September 16, 2016
- Contract start date began April 22, 2017



Bonner Springs YMCA	Providence YMCA	Bonner Springs Anytime Fitness	Legends Anytime Fitness	Turner Recreation	Metro 24 Fitness
\$51-\$57/month	\$59.50/month	\$39.99/month	\$39.99/month	\$15-\$20/month	\$19.99/month

Overview

- Total sf of community center =17,132 sf
 - Gym= 7,050 sf
 - Common area (office, restrooms & multipurpose room)= 6,500
 - Metro 24 Fitness occupies 3,300 sf
- Parks and Recreation controls 13,550 sf
- In 2016-2017 major improvements were made to the facility totaling \$812,000

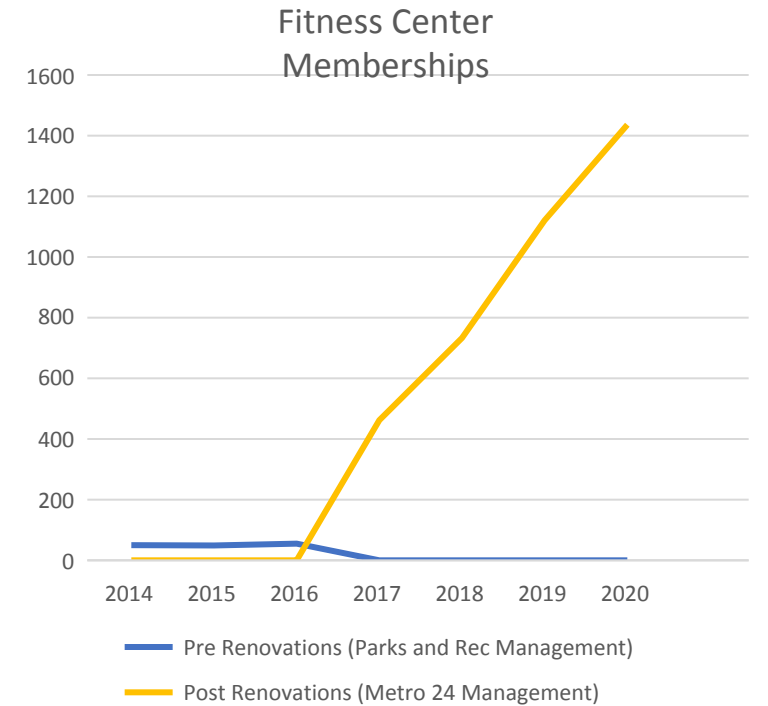
Funding Source	Amount
UG Funds	\$332,000
Outside Funds (ANDA and Wal-Mart)	\$280,000
Metro 24 Contribution	\$200,000

Total Facility Upgrades= \$812,000



Metro 24 Performance

- Old fitness room saw roughly 48-55 members/year from 2014-2016
- As of July 1, Metro 24 Fitness has 1,436 members
- 447 members are from 66106 Argentine zip code at 31%
- The studio room is reserved through Parks and Recreation by Metro 24 Fitness for programming, but is a shared space
- Metro 24 Programming



Initial Management Agreement

- Metro 24 began operations September 1st, 2017
- Responsibilities of Metro 24 Fitness include:
 - Manage and operate the Fitness Center as a full service, first class Fitness Center
 - Provide memberships at \$19.99/month for KCK residents
 - Actively market, advertise and promote the fitness center
 - Provide information, membership, and/or usage reports to the UG
 - Expected to operate and manage the fitness center for at least 18 continuous months after the date it first opened
- Current contract valid until December 31, 2020



New Management Agreement Proposal

- **Metro 24 agrees to pay \$1,898.13/month total management fee =(\$22,777.56/year)**
- 3-year agreement with the additional option of two (1) year renewal term(s)
- KCK resident new members will pay the same \$19.99/month for one year (From December 2020 until December 2021)
- Metro 24 may raise new KCK resident member fee up to 3% annually if they choose to do so
- Metro 24 may install (at their expense) an electric lock system that allows members to utilize the shower facilities from 5am – 10pm
- Metro 24 will have continued access to the multi-purpose room, a/k/a studio room, on a scheduled reservation basis like any other group that wants to reserve the room
- Continue to update and modernize workout equipment



Questions/Comments

