



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, April 24, 2023
5:00 PM

Location: Hybrid

We invite you to view the meeting in person in the 5th floor conference room, suite 515, Municipal Office Building, 701 N 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86084788203>

Or One tap mobile:

US: +16694449171,86084788203# or +16699009128,86084788203#

Or Telephone:

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

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

Webinar ID: 860 8478 8203

International numbers available: <https://us02web.zoom.us/j/86084788203>

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

- I.** **Call to Order/Roll Call**
- II.** **Revisions to April 24, 2023, Agenda**
- III.** **Approval of standing committee minutes from (no minutes available)**

IV. Committee Agenda

Item No. 1 - RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 202, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 202, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Tracking #: 212379

Item No. 2 - RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 203, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM.

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 203, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Tracking #: 212380

Item No. 3 - RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 204, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM.

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 204, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Tracking #: 212381

Item No. 4 - RESOLUTION: AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN USD 500, THE UG, AND KCKPD TO ADMINISTER A 911 CALL TAKER TRAINING PROGRAM

Synopsis: Approval of the Resolution authorizing a Memorandum of Understanding between USD 500, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Tracking #: 212382

Item No. 5 - UPDATE: BODY WORN CAMERAS / OTHER CAMERA INITIATIVES

Synopsis: Update regarding usage of body-worn and other cameras for the KCKPD, including impact on officer safety, submitted by Karl Oakman, Chief of Police, KCKPD.

For information only

Tracking #: 212395

Item No. 6 - RESOLUTION: AUTHORIZING THE PURCHASE OF PROPERTY FOR A NEW FIRE STATION 20.

Synopsis: Resolution authorizing the purchase of property at 521 S. 72nd St. for a new Fire Station 20, submitted by Daniel Kuhn, Senior Counsel, Legal Department.

It is requested that this item be fast-tracked to the April 27, 2023 Full Commission meeting.

Tracking #: 212391

Item No. 7 - REPORT: PARKS AND RECREATION QUARTERLY UPDATE

Synopsis: The Parks and Recreation team will provide a quarterly update on new initiatives, programs and challenges.

For information only

Tracking #: 212394

V. Public Agenda

VI. Adjourn



Staff Request for Commission Action

Tracking No. 212379

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 4/24/23

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/28/2023	<u>Contact Name:</u> Karl Oakman, J. Renee Ramirez	<u>Contact Phone:</u> x6009, x5665	<u>Contact Email:</u> koakman@kckpd.org, rramirez@wycokck.org	<u>Department/Division:</u> Police Department
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Item Description:

Approval of the Resolution authorizing a Memorandum of Understanding between USD 202, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action Requested:

To adopt the resolution and approve the MOU.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Dispatch USD202, Resolution USD 202 UG 911 Call Taker MOU 2023

**Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, Kansas City, Kansas Police Department and Unified School
District No. 202 for the 911 Call-Taker Training Program.**

THIS AGREEMENT is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas (Kansas City, Kansas Police Department) (hereinafter referred to as the “UG - KCKPD”) and the Unified School District 202. (hereinafter referred to as “USD 202”).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas wishes to partner with USD 202 through the Kansas City, Kansas Police Department to establish a 911 Call-Taker Training Program (“Program”) to prepare students for the potential of a career in emergency communications;

WHEREAS, the sole purpose of this Memorandum of Understanding is to document the terms under which the parties will cooperate in offering the Program to qualified students from USD 202.

WHEREFORE, in consideration of the mutual agreements contained in herein, the parties agree to the **Program Overview** hereto attached in Appendix A, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, the parties recognize a career path to the Kansas City, Kansas Police Department Communications Unit requires stringent eligibility requirements and thus a potential cadet must meet and maintain certain **eligibility criteria** as defined and set forth in Appendix B, which may be amended from time to time as required, in writing and with thirty days (30) notice, at the direction and in the sole discretion of the KCKPD Chief of Police;

WHEREAS, pursuant to these goals, the UG-KCKPD agrees to assume the **roles and responsibilities** as set forth and provide support of the program in the manner outlined in Appendix C, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, pursuant to these goals, USD 202 agrees to assume the **roles and responsibilities** as set forth provide support of the program in the manner outlined in Exhibit D, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

THEREFORE, the UG - KCKPD, and USD 202 agree that it is in the best interest both parties to enter into this Memorandum of Understanding.

I. TERM

This Agreement will be in effect from the date signed by both parties through July 31, 2024. This Agreement will be renewed by mutually agreed written amendment with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual termination date. Otherwise, this Agreement may be terminated in accordance with Section VII: Termination.

II. TERMINATION

This Agreement may be terminated by either party for any reason by giving sixty (60) days written notice prior to the termination.

III. CONFIDENTIALITY

The parties acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the Program. Both parties agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law.

IV. NONDISCRIMINATION

There will be no discrimination of any eligible student on account of race, color, creed, religion, sex, marital status, sexual orientation or identification, age, handicap, ancestry, or national origin.

V. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

VI. KANSAS CASH BASIS

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10- 1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal

obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is reasonably deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

VII. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended only with the mutual consent of the parties.

VIII. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties have signed and executed this COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

For the Unified Government of Wyandotte County / Kansas City, Kansas

Signed: _____
David Johnston, County Administrator

Date: _____

For the Turner Unified School District 202

Signed: _____
Jason Dandoy, Superintendent of Schools

Date: _____

APPENDICES

Appendix A – Program Overview

Appendix B – Criteria for Student Eligibility

Appendix C – KCKPD Roles and Responsibilities

Appendix D – USD 202 Roles and Responsibilities

Appendix E – Contact Information

Appendix A – Program Overview

The 911 Training program is a semester long program of study that leads to a phase one graduation to successfully be able to handle all incoming 911 and non-emergency calls for the dispatching of responding units. This critical role serves as the vital communications link between the public needing help and emergency services response. Candidates of this program must be able to work independently in a high-stress environment while receiving and evaluating incoming 911 call information from citizens that is required to properly dispatch emergency services. The program is intended for students who wish to move in to the roll of Full-Time 911 Call Operator positions or for those that seek to continue their education as a Public Safety Dispatcher beyond the completion of this program. The student will learn basic call-taking principles, the processing of non-emergency and emergency phone calls, geography and all resources available at their disposal to help with citizen requests and needs. Students will learn all call codes that are utilized to properly code all calls for service needing a response. The student will also learn how to use local/state/nationwide computer systems that are utilized to run criminal history inquiries on individuals that law enforcement encounter. Students will learn how to perform computer checks on individuals, license tag checks, and driver's license checks during the basic overview of radio functions. Students are expected to complete the requirements within the six months of study.

The 911 Training program consists of 320 hours of coursework and on-the-job training, including a basic telecommunicator course, cardiopulmonary resuscitation certification, emergency medical dispatch certification and Full Access NCIC certification. Students must pass all required coursework, as well as the required certifications to successfully graduate.

Graduation from the program does not represent or guarantee a conditional offer of employment.

Appendix B – Criteria for Student Eligibility

Working knowledge of Windows-based software and various other computerized electronic, telecommunications equipment

- Must be able to type a minimum of 35 words per minute, successfully passing a CritiCall Exam.
- Dependable, self-motivated and team-oriented, with a desire to provide a service to the community.
- Must be able to adapt and function in high-stress situations.
- Must pass a background investigation that meets all local, state, and federal requirements as well as to be without felony convictions. This is also required for CJIS clearance.
- Must maintain full confidentiality of all information that the candidate is exposed to within the emergency communications center.

Must be able to obtain and maintain the following licenses and certifications within a given time frame:

- Basic Telecommunicator Course that includes:
 - Telecommunicator roles and responsibilities
 - 911 call processing
 - Radio communications
 - Emergency management
 - Emergency communications technology
 - Legal concepts
 - Interpersonal communications
 - Health & Wellness
 - Quality assurance
- NCIC Training
- Certification in CPR
- Emergency Medical Dispatch Certification

The applicant shall follow and complete all other pre-employment and employment procedures required by the Kansas City, Kansas Police Department and Unified Government Human Resources Department. This may include a pre-employment physical and drug screen which will require parental consent for participants under the age of 18.

Appendix C – KCKPD Roles and Responsibilities

The Unified Government and Kansas City, Kansas Police Department will fund the positions described in this agreement (911 Call Taker Cadet) as availability and budget allows. The Police Department will provide training as outlined in Appendix A.

Appendix D – USD 202 Roles and Responsibilities

Will coordinate to meet/ensure high school graduation qualifications of its Students; and

- Shall have sole responsibility for recommending the Students who apply for participation in the 911 Call-Taker Training Program and will recommend to the Police Department only those Students who have satisfactorily completed the prerequisites of the educational program and who meet the criteria under Appendix B.
- USD 202 or the Student shall provide the Student's travel to the assigned Communication Center Office location (as applicable and needed given work situation).
- USD 202 shall designate a member of its faculty to supervise the Student's progress in the 911 Call-Taker Training Program and will coordinate a final review of the Student with the student's manager or the coordinator of the 911 Call-Taker Training Program.
- USD 202 shall have the right to withdraw a Student from the program upon providing written notice to such withdrawal.

Appendix E – Contact Information

LTC. George Sims

913-573-6196

gsims@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

Cpt. Robert Carl

913-573-6228

rcarl@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of November 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or

local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND UNIFIED SCHOOL DISTRICT NO. 202 FOR A 911 CALL-TAKER TRAINING PROGRAM.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, the Unified Government of Wyandotte County/Kansas City, Kansas and Unified School District No. 202 wish to enter into an Agreement regarding a 911 Call-Taker Training program which will be advantageous to the public health, safety, and education of both parties;

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

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

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2023.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone A. Garner, Mayor/CEO

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 212380

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 4/24/23

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/28/2023	<u>Contact Name:</u> Karl Oakman, J. Renee Ramirez	<u>Contact Phone:</u> x6009, x5665	<u>Contact Email:</u> koakman@kckpd.org, rramirez@wycokck.org	<u>Department/Division:</u> Police Department
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Item Description:

Approval of the Resolution authorizing a Memorandum of Understanding between USD 203, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action Requested:

To adopt the resolution and approve the MOU.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Dispatch USD203, Resolution USD 203 UG 911 Call Taker MOU 2023

**Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, Kansas City, Kansas Police Department and Unified School
District No. 203 for the 911 Call-Taker Training Program.**

THIS AGREEMENT is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas (Kansas City, Kansas Police Department) (hereinafter referred to as the “UG - KCKPD”) and the Unified School District 203. (hereinafter referred to as “USD 203”).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas wishes to partner with USD 203 through the Kansas City, Kansas Police Department to establish a 911 Call-Taker Training Program (“Program”) to prepare students for the potential of a career in emergency communications;

WHEREAS, the sole purpose of this Memorandum of Understanding is to document the terms under which the parties will cooperate in offering the Program to qualified students from USD 203.

WHEREFORE, in consideration of the mutual agreements contained in herein, the parties agree to the **Program Overview** hereto attached in Appendix A, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, the parties recognize a career path to the Kansas City, Kansas Police Department Communications Unit requires stringent eligibility requirements and thus a potential cadet must meet and maintain certain **eligibility criteria** as defined and set forth in Appendix B, which may be amended from time to time as required, in writing and with thirty days (30) notice, at the direction and in the sole discretion of the KCKPD Chief of Police;

WHEREAS, pursuant to these goals, the UG-KCKPD agrees to assume the **roles and responsibilities** as set forth and provide support of the program in the manner outlined in Appendix C, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, pursuant to these goals, USD 203 agrees to assume the **roles and responsibilities** as set forth provide support of the program in the manner outlined in Exhibit D, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

THEREFORE, the UG - KCKPD, and USD 203 agree that it is in the best interest both parties to enter into this Memorandum of Understanding.

I. TERM

This Agreement will be in effect from the date signed by both parties through July 31, 2024. This Agreement will be renewed by mutually agreed written amendment with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual termination date. Otherwise, this Agreement may be terminated in accordance with Section VII: Termination.

II. TERMINATION

This Agreement may be terminated by either party for any reason by giving sixty (60) days written notice prior to the termination.

III. CONFIDENTIALITY

The parties acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the Program. Both parties agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law.

IV. NONDISCRIMINATION

There will be no discrimination of any eligible student on account of race, color, creed, religion, sex, marital status, sexual orientation or identification, age, handicap, ancestry, or national origin.

V. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

VI. KANSAS CASH BASIS

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10- 1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal

obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is reasonably deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

VII. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended only with the mutual consent of the parties.

VIII. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties have signed and executed this COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

For the Unified Government of Wyandotte County / Kansas City, Kansas

Signed: _____
David Johnston, County Administrator

Date: _____

For the Kansas City, Kansas Public Schools USD 203

Signed: _____
Jessica Dain, Superintendent of Schools

Date: _____

APPENDICES

Appendix A – Program Overview

Appendix B – Criteria for Student Eligibility

Appendix C – KCKPD Roles and Responsibilities

Appendix D – USD 203 Roles and Responsibilities

Appendix E – Contact Information

Appendix A – Program Overview

The 911 Training program is a semester long program of study that leads to a phase one graduation to successfully be able to handle all incoming 911 and non-emergency calls for the dispatching of responding units. This critical role serves as the vital communications link between the public needing help and emergency services response. Candidates of this program must be able to work independently in a high-stress environment while receiving and evaluating incoming 911 call information from citizens that is required to properly dispatch emergency services. The program is intended for students who wish to move in to the roll of Full-Time 911 Call Operator positions or for those that seek to continue their education as a Public Safety Dispatcher beyond the completion of this program. The student will learn basic call-taking principles, the processing of non-emergency and emergency phone calls, geography and all resources available at their disposal to help with citizen requests and needs. Students will learn all call codes that are utilized to properly code all calls for service needing a response. The student will also learn how to use local/state/nationwide computer systems that are utilized to run criminal history inquiries on individuals that law enforcement encounter. Students will learn how to perform computer checks on individuals, license tag checks, and driver's license checks during the basic overview of radio functions. Students are expected to complete the requirements within the six months of study.

The 911 Training program consists of 320 hours of coursework and on-the-job training, including a basic telecommunicator course, cardiopulmonary resuscitation certification, emergency medical dispatch certification and Full Access NCIC certification. Students must pass all required coursework, as well as the required certifications to successfully graduate.

Graduation from the program does not represent or guarantee a conditional offer of employment.

Appendix B – Criteria for Student Eligibility

Working knowledge of Windows-based software and various other computerized electronic, telecommunications equipment

- Must be able to type a minimum of 35 words per minute, successfully passing a CritiCall Exam.
- Dependable, self-motivated and team-oriented, with a desire to provide a service to the community.
- Must be able to adapt and function in high-stress situations.
- Must pass a background investigation that meets all local, state, and federal requirements as well as to be without felony convictions. This is also required for CJIS clearance.
- Must maintain full confidentiality of all information that the candidate is exposed to within the emergency communications center.

Must be able to obtain and maintain the following licenses and certifications within a given time frame:

- Basic Telecommunicator Course that includes:
 - Telecommunicator roles and responsibilities
 - 911 call processing
 - Radio communications
 - Emergency management
 - Emergency communications technology
 - Legal concepts
 - Interpersonal communications
 - Health & Wellness
 - Quality assurance
- NCIC Training
- Certification in CPR
- Emergency Medical Dispatch Certification

The applicant shall follow and complete all other pre-employment and employment procedures required by the Kansas City, Kansas Police Department and Unified Government Human Resources Department. This may include a pre-employment physical and drug screen which will require parental consent for participants under the age of 18.

Appendix C – KCKPD Roles and Responsibilities

The Unified Government and Kansas City, Kansas Police Department will fund the positions described in this agreement (911 Call Taker Cadet) as availability and budget allows. The Police Department will provide training as outlined in Appendix A.

Appendix D – USD 203 Roles and Responsibilities

Will coordinate to meet/ensure high school graduation qualifications of its Students; and

- Shall have sole responsibility for recommending the Students who apply for participation in the 911 Call-Taker Training Program and will recommend to the Police Department only those Students who have satisfactorily completed the prerequisites of the educational program and who meet the criteria under Appendix B.
- USD 203 or the Student shall provide the Student's travel to the assigned Communication Center Office location (as applicable and needed given work situation).
- USD 203 shall designate a member of its faculty to supervise the Student's progress in the 911 Call-Taker Training Program and will coordinate a final review of the Student with the student's manager or the coordinator of the 911 Call-Taker Training Program.
- USD 203 shall have the right to withdraw a Student from the program upon providing written notice to such withdrawal.

Appendix E – Contact Information

LTC. George Sims

913-573-6196

gsims@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

Cpt. Robert Carl

913-573-6228

rcarl@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of November 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND UNIFIED SCHOOL DISTRICT NO. 203 FOR A 911 CALL-TAKER TRAINING PROGRAM.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, the Unified Government of Wyandotte County/Kansas City, Kansas and Unified School District No. 203 wish to enter into an Agreement regarding a 911 Call-Taker Training program which will be advantageous to the public health, safety, and education of both parties;

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

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

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2023.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone A. Garner, Mayor/CEO

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 212381

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 4/24/23

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/28/2023	<u>Contact Name:</u> Karl Oakman, J. Renee Ramirez	<u>Contact Phone:</u> x6009, x5665	<u>Contact Email:</u> koakman@kckpd.org, rramirez@wycokck.org	<u>Department/Division:</u> Police Department
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Item Description:

Approval of the Resolution authorizing a Memorandum of Understanding between USD 204, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action Requested:

To adopt the resolution and approve the MOU.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Dispatch USD204 MOU, Resolution USD 204 UG 911 Call Taker MOU 2023

**Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, Kansas City, Kansas Police Department and Unified School
District No. 204 for the 911 Call-Taker Training Program.**

THIS AGREEMENT is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas (Kansas City, Kansas Police Department) (hereinafter referred to as the “UG - KCKPD”) and the Unified School District 204. (hereinafter referred to as “USD 204”).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas wishes to partner with USD 204 through the Kansas City, Kansas Police Department to establish a 911 Call-Taker Training Program (“Program”) to prepare students for the potential of a career in emergency communications;

WHEREAS, the sole purpose of this Memorandum of Understanding is to document the terms under which the parties will cooperate in offering the Program to qualified students from USD 204.

WHEREFORE, in consideration of the mutual agreements contained in herein, the parties agree to the **Program Overview** hereto attached in Appendix A, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, the parties recognize a career path to the Kansas City, Kansas Police Department Communications Unit requires stringent eligibility requirements and thus a potential cadet must meet and maintain certain **eligibility criteria** as defined and set forth in Appendix B, which may be amended from time to time as required, in writing and with thirty days (30) notice, at the direction and in the sole discretion of the KCKPD Chief of Police;

WHEREAS, pursuant to these goals, the UG-KCKPD agrees to assume the **roles and responsibilities** as set forth and provide support of the program in the manner outlined in Appendix C, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, pursuant to these goals, USD 204 agrees to assume the **roles and responsibilities** as set forth provide support of the program in the manner outlined in Exhibit D, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

THEREFORE, the UG - KCKPD, and USD 204 agree that it is in the best interest both parties to enter into this Memorandum of Understanding.

I. TERM

This Agreement will be in effect from the date signed by both parties through July 31, 2024. This Agreement will be renewed by mutually agreed written amendment with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual termination date. Otherwise, this Agreement may be terminated in accordance with Section VII: Termination.

II. TERMINATION

This Agreement may be terminated by either party for any reason by giving sixty (60) days written notice prior to the termination.

III. CONFIDENTIALITY

The parties acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the Program. Both parties agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law.

IV. NONDISCRIMINATION

There will be no discrimination of any eligible student on account of race, color, creed, religion, sex, marital status, sexual orientation or identification, age, handicap, ancestry, or national origin.

V. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

VI. KANSAS CASH BASIS

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10- 1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal

obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is reasonably deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

VII. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended only with the mutual consent of the parties.

VIII. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties have signed and executed this COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

For the Unified Government of Wyandotte County / Kansas City, Kansas

Signed: _____ Date: _____
David Johnston, County Administrator

For the Bonner Springs Edwardsville, Kansas Public Schools USD 204

Signed: _____ Date: _____
Dan Brungardt, Superintendent of Schools

APPENDICES

Appendix A – Program Overview

Appendix B – Criteria for Student Eligibility

Appendix C – KCKPD Roles and Responsibilities

Appendix D – USD 204 Roles and Responsibilities

Appendix E – Contact Information

Appendix A – Program Overview

The 911 Training program is a semester long program of study that leads to a phase one graduation to successfully be able to handle all incoming 911 and non-emergency calls for the dispatching of responding units. This critical role serves as the vital communications link between the public needing help and emergency services response. Candidates of this program must be able to work independently in a high-stress environment while receiving and evaluating incoming 911 call information from citizens that is required to properly dispatch emergency services. The program is intended for students who wish to move in to the roll of Full-Time 911 Call Operator positions or for those that seek to continue their education as a Public Safety Dispatcher beyond the completion of this program. The student will learn basic call-taking principles, the processing of non-emergency and emergency phone calls, geography and all resources available at their disposal to help with citizen requests and needs. Students will learn all call codes that are utilized to properly code all calls for service needing a response. The student will also learn how to use local/state/nationwide computer systems that are utilized to run criminal history inquiries on individuals that law enforcement encounter. Students will learn how to perform computer checks on individuals, license tag checks, and driver's license checks during the basic overview of radio functions. Students are expected to complete the requirements within the six months of study.

The 911 Training program consists of 320 hours of coursework and on-the-job training, including a basic telecommunicator course, cardiopulmonary resuscitation certification, emergency medical dispatch certification and Full Access NCIC certification. Students must pass all required coursework, as well as the required certifications to successfully graduate.

Graduation from the program does not represent or guarantee a conditional offer of employment.

Appendix B – Criteria for Student Eligibility

Working knowledge of Windows-based software and various other computerized electronic, telecommunications equipment

- Must be able to type a minimum of 35 words per minute, successfully passing a CritiCall Exam.
- Dependable, self-motivated and team-oriented, with a desire to provide a service to the community.
- Must be able to adapt and function in high-stress situations.
- Must pass a background investigation that meets all local, state, and federal requirements as well as to be without felony convictions. This is also required for CJIS clearance.
- Must maintain full confidentiality of all information that the candidate is exposed to within the emergency communications center.

Must be able to obtain and maintain the following licenses and certifications within a given time frame:

- Basic Telecommunicator Course that includes:
 - Telecommunicator roles and responsibilities
 - 911 call processing
 - Radio communications
 - Emergency management
 - Emergency communications technology
 - Legal concepts
 - Interpersonal communications
 - Health & Wellness
 - Quality assurance
- NCIC Training
- Certification in CPR
- Emergency Medical Dispatch Certification

The applicant shall follow and complete all other pre-employment and employment procedures required by the Kansas City, Kansas Police Department and Unified Government Human Resources Department. This may include a pre-employment physical and drug screen which will require parental consent for participants under the age of 18.

Appendix C – KCKPD Roles and Responsibilities

The Unified Government and Kansas City, Kansas Police Department will fund the positions described in this agreement (911 Call Taker Cadet) as availability and budget allows. The Police Department will provide training as outlined in Appendix A.

Appendix D – USD 204 Roles and Responsibilities

Will coordinate to meet/ensure high school graduation qualifications of its Students; and

- Shall have sole responsibility for recommending the Students who apply for participation in the 911 Call-Taker Training Program and will recommend to the Police Department only those Students who have satisfactorily completed the prerequisites of the educational program and who meet the criteria under Appendix B.
- USD 204 or the Student shall provide the Student's travel to the assigned Communication Center Office location (as applicable and needed given work situation).
- USD 204 shall designate a member of its faculty to supervise the Student's progress in the 911 Call-Taker Training Program and will coordinate a final review of the Student with the student's manager or the coordinator of the 911 Call-Taker Training Program.
- USD 204 shall have the right to withdraw a Student from the program upon providing written notice to such withdrawal.

Appendix E – Contact Information

LTC. George Sims

913-573-6196

gsims@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

Cpt. Robert Carl

913-573-6228

rcarl@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of November 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND UNIFIED SCHOOL DISTRICT NO. 204 FOR A 911 CALL-TAKER TRAINING PROGRAM.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, the Unified Government of Wyandotte County/Kansas City, Kansas and Unified School District No. 204 wish to enter into an Agreement regarding a 911 Call-Taker Training program which will be advantageous to the public health, safety, and education of both parties;

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

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

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2023.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone A. Garner, Mayor/CEO

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 212382

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 4/24/23

(If none, please explain):

Publication Required: No

<u>Date:</u> 03/28/2023	<u>Contact Name:</u> Karl Oakman, J. Renee Ramirez	<u>Contact Phone:</u> x6009, x5665	<u>Contact Email:</u> koakman@kckpd.org, rramirez@wycokck.org	<u>Department/Division:</u> Police Department
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Item Description:

Approval of the Resolution authorizing a Memorandum of Understanding between USD 500, the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Karl Oakman, Chief of Police KCKPD; and Renee Ramirez, Director of Human Resources.

Action Requested:

To adopt the resolution and approve the MOU.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution USD 500 UG 911 Call Taker MOU 2023, USD500 MOU 2023_March

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND UNIFIED SCHOOL DISTRICT NO. 500 FOR A 911 CALL-TAKER TRAINING PROGRAM.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, the Unified Government of Wyandotte County/Kansas City, Kansas and Unified School District No. 500 wish to enter into an Agreement regarding a 911 Call-Taker Training program which will be advantageous to the public health, safety, and education of both parties;

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

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

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2023.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone A. Garner, Mayor/CEO

ATTEST:

Unified Government Clerk

**Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, Kansas City, Kansas Police Department and Unified School
District No. 500 for the 911 Call-Taker Training Program.**

THIS AGREEMENT is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas (Kansas City, Kansas Police Department) (hereinafter referred to as the “UG - KCKPD”) and the Unified School District 500 (hereinafter referred to as “USD 500”).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas wishes to partner with USD 500 through the Kansas City, Kansas Police Department to establish a 911 Call-Taker Training Program (“Program”) to prepare students for the potential of a career in emergency communications;

WHEREAS, the sole purpose of this Memorandum of Understanding is to document the terms under which the parties will cooperate in offering the Program to qualified students from USD 500.

WHEREFORE, in consideration of the mutual agreements contained in herein, the parties agree to the **Program Overview** hereto attached in Appendix A, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, the parties recognize a career path to the Kansas City, Kansas Police Department Communications Unit requires stringent eligibility requirements and thus a potential cadet must meet and maintain certain **eligibility criteria** as defined and set forth in Appendix B, which may be amended from time to time as required, in writing and with thirty days (30) notice, at the direction and in the sole discretion of the KCKPD Chief of Police;

WHEREAS, pursuant to these goals, the UG-KCKPD agrees to assume the **roles and responsibilities** as set forth and provide support of the program in the manner outlined in Appendix C, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

WHEREAS, pursuant to these goals, USD 500 agrees to assume the **roles and responsibilities** as set forth provide support of the program in the manner outlined in Exhibit D, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual consent of both parties;

THEREFORE, the UG - KCKPD, and USD 500 agree that it is in the best interest both parties to enter into this Memorandum of Understanding.

I. TERM

This Agreement will be in effect from the date signed by both parties through July 31, 2024. This Agreement will be renewed by mutually agreed written amendment with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual termination date. Otherwise, this Agreement may be terminated in accordance with Section VII: Termination.

II. TERMINATION

This Agreement may be terminated by either party for any reason by giving sixty (60) days written notice prior to the termination.

III. CONFIDENTIALITY

The parties acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the Program. Both parties agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law.

IV. NONDISCRIMINATION

There will be no discrimination of any eligible student on account of race, color, creed, religion, sex, marital status, sexual orientation or identification, age, handicap, ancestry, or national origin.

V. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

VI. KANSAS CASH BASIS

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10- 1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal

obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is reasonably deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

VII. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended only with the mutual consent of the parties.

VIII. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties have signed and executed this COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

For the Unified Government of Wyandotte County / Kansas City, Kansas

Signed: _____
County Administrator, David Johnston

Date: _____

For the Kansas City, Kansas Public Schools USD 500

Signed: _____
Randy Lopez, President – Board of Education

Date: _____

APPENDICES

Appendix A – Program Overview

Appendix B – Criteria for Student Eligibility

Appendix C – KCKPD Roles and Responsibilities

Appendix D – USD 500 Roles and Responsibilities

Appendix E – Contact Information

Appendix A – Program Overview

The 911 Training program is a semester long program of study that leads to a phase one graduation to successfully be able to handle all incoming 911 and non-emergency calls for the dispatching of responding units. This critical role serves as the vital communications link between the public needing help and emergency services response. Candidates of this program must be able to work independently in a high-stress environment while receiving and evaluating incoming 911 call information from citizens that is required to properly dispatch emergency services. The program is intended for students who wish to move in to the roll of Full-Time 911 Call Operator positions or for those that seek to continue their education as a Public Safety Dispatcher beyond the completion of this program. The student will learn basic call-taking principles, the processing of non-emergency and emergency phone calls, geography and all resources available at their disposal to help with citizen requests and needs. Students will learn all call codes that are utilized to properly code all calls for service needing a response. The student will also learn how to use local/state/nationwide computer systems that are utilized to run criminal history inquiries on individuals that law enforcement encounter. Students will learn how to perform computer checks on individuals, license tag checks, and driver's license checks during the basic overview of radio functions. Students are expected to complete the requirements within the six months of study.

The 911 Training program consists of 320 hours of coursework and on-the-job training, including a basic telecommunicator course, cardiopulmonary resuscitation certification, emergency medical dispatch certification and Full Access NCIC certification. Students must pass all required coursework, as well as the required certifications to successfully graduate.

Graduation from the program does not represent or guarantee a conditional offer of employment.

Appendix B – Criteria for Student Eligibility

Working knowledge of Windows-based software and various other computerized electronic, telecommunications equipment

- Must be able to type a minimum of 35 words per minute, successfully passing a CritiCall Exam.
- Dependable, self-motivated and team-oriented, with a desire to provide a service to the community.
- Must be able to adapt and function in high-stress situations.
- Must pass a background investigation that meets all local, state, and federal requirements as well as to be without felony convictions. This is also required for CJIS clearance.
- Must maintain full confidentiality of all information that the candidate is exposed to within the emergency communications center.

Must be able to obtain and maintain the following licenses and certifications within a given time frame:

- Basic Telecommunicator Course that includes:
 - Telecommunicator roles and responsibilities
 - 911 call processing
 - Radio communications
 - Emergency management
 - Emergency communications technology
 - Legal concepts
 - Interpersonal communications
 - Health & Wellness
 - Quality assurance
- NCIC Training
- Certification in CPR
- Emergency Medical Dispatch Certification

The applicant shall follow and complete all other pre-employment and employment procedures required by the Kansas City, Kansas Police Department and Unified Government Human Resources Department. This may include a pre-employment physical and drug screen which will require parental consent for participants under the age of 18.

Appendix C – KCKPD Roles and Responsibilities

The Unified Government and Kansas City, Kansas Police Department will fund the positions described in this agreement (911 Call Taker Cadet) as availability and budget allows. The Police Department will provide training as outlined in Appendix A.

DRAFT

Appendix D – USD 500 Roles and Responsibilities

Will coordinate to meet/ensure high school graduation qualifications of its Students; and

- Shall have sole responsibility for recommending the Students who apply for participation in the 911 Call-Taker Training Program and will recommend to the Police Department only**

those Students who have satisfactorily completed the prerequisites of the educational program and who meet the criteria under Appendix B.

- USD 500 or the Student shall provide the Student's travel to the assigned Communication Center Office**

location (as applicable and needed given work situation).

- USD 500 shall designate a member of its faculty to supervise the Student's progress in the 911 Call-Taker Training Program and will coordinate a final review of the Student with**

the student's manager or the coordinator of the 911 Call-Taker Training Program.

- USD 500 shall have the right to withdraw a Student from the program upon providing written notice to such withdrawal.**

Appendix E – Contact Information

LTC. George Sims

913-573-6196

gsims@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

Cpt. Robert Carl

913-573-6228

rcarl@kckpd.org

700 Minnesota Ave. Kansas City, Kansas 66101

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of November 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or

local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor hold title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Staff Request for Commission Action

Tracking No. 212395

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 04/12/2023	<u>Contact Name:</u> Karl Oakman	<u>Contact Phone:</u> x6009	<u>Contact Email:</u> koakman@kckpd.org	<u>Department/Division:</u> UG Clerk
<u>Item Description:</u> Update regarding usage of body-worn and other cameras for the KCKPD, including impact on officer safety, submitted by Karl Oakman, Chief of Police, KCKPD.				
<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. 212391

Full Commission Meeting Date: 4/27/23

Committee: Public Works & Safety

Date of Standing Committee Action: 4/24/23

(If none, please explain):

Publication Required: No

<u>Date:</u> 04/12/2023	<u>Contact Name:</u> Daniel Kuhn	<u>Contact Phone:</u> x5189	<u>Contact Email:</u> dkuhn@wycokck.org	<u>Department/Division:</u> Fire Department
<u>Item Description:</u> Resolution authorizing the purchase of property at 521 S. 72 nd St. for a new Fire Station 20, submitted by Daniel Kuhn, Senior Counsel, Legal Department.				
<u>Action Requested:</u> To Adopt the Resolution and fast-track to the 4/27/23 Full Commission.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution authorizing purchase option for 521 S. 72nd St.				

RESOLUTION NO. R-_____

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AT 521 S. 72ND ST.
FOR THE PURPOSE OF CONSTRUCTING A NEW STATION 20.**

WHEREAS, Station 20 is a township fire station that was built by volunteers in 1966; and

WHEREAS, Station 20 is not ADA/NFPA compliant and suffers from various structural problems which would require expensive repairs; and

WHEREAS, Unified Government staff, in conjunction with outside consultants, have identified a property which fits the requirements for a new Station 20; and

WHEREAS, the Unified Government Board of Commissioners believes that it is in the best interest of the welfare and safety of its employees and residents to find a location to build a new Station 20, and desires to enter into a purchase contract which would provide the Unified Government with the option to purchase the property necessary to construct the new Station 20.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY
OF THE UNIFIED GOVERNMENT:**

1. That the County Administrator is hereby authorized to negotiate the terms and conditions, and to execute in the name of the Unified Government, a purchase contract for 521 S. 72nd St., Kansas City, Kansas, as more fully described in Exhibit 1, attached hereto, in an amount not to exceed One Hundred Thousand Dollars and NO/100 (\$100,000.00) plus any necessary closing costs and fees associated with the purchase.
2. The Mayor, County Administrator and other officials and representatives of the Unified Government, including special counsel, are hereby further authorized and directed to take such actions and to execute any documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.
3. This Resolution shall be effective upon adoption by the Governing Body.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____ 2023.**

Tyrone A. Garner
Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Chief Counsel

Exhibit 1

Parcel # 926916 - SEC-16 TWP-16 RNG-24, S16, T11, R24, ACRES 4.200000, 576A S 19A W1/2 E1/2 SE 1/4TH 5A LS 14.61AC





Staff Request for Commission Action

Tracking No. 212394

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
04/12/2023				Parks & Recreation

Item Description:

The Parks and Recreation team will provide a quarterly update on new initiatives, programs and challenges.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: