

**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: \_\_\_\_\_  
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](mailto:gsims@kckpd.org)

700 Minnesota Ave. Kansas City, Kansas 66101

Cpt. Robert Carl

913-573-6228

[rcarl@kckpd.org](mailto: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 1<sup>st</sup> 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.