

RESOLUTION NO. 2021 - 54

A RESOLUTION ADOPTING THE 2nd JUDICIAL DISTRICT INTERLOCAL COOPERATIVE AGREEMENT FOR COMMUNITY CORRECTIONS

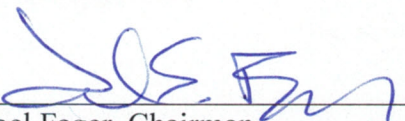
WHEREAS, the Board of County Commissioners previously approved and executed an interlocal agreement affecting Community Corrections in the 2nd Judicial District and;

WHEREAS, K.S.A. 12-2904(b) requires formal adoption of the agreement;

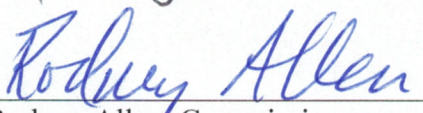
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WABAUNSEE COUNTY that the County hereby formally adopt the interlocal agreement approved by the Attorney General's Office on December 3, 2021, attached hereto and identified by its title: "2nd Judicial District Interlocal Cooperative Agreement for Community Corrections."

BE IT FURTHER RESOLVED that this resolution shall be effective immediately.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Wabaunsee County, Kansas this 20th day of December, 2021.

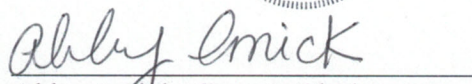

Joel Fager, Chairman


Nancy Hier, Commissioner


Rodney Allen, Commissioner

Attested by:




Abby Amick, County Clerk



STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

December 3, 2021

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2215 • FAX (785) 296-6296
WWW.AG.KS.GOV

Timothy Liesmann, County Attorney
Wabaunsee County, Kansas
Wabaunsee County Courthouse
215 Kansas Avenue, P.O. Box 278
Alma, KS 66401

Re: Interlocal Cooperation Agreement – 2nd Judicial District; 2nd Judicial District Adult Community Corrections Services (Counties of Jackson, Jefferson, Pottawatomie and Wabaunsee)

Dear Mr. Liesmann:

On November 24, 2021, we received the above-referenced interlocal cooperation agreement (Agreement) for review pursuant to K.S.A. 2020 Supp. 12-2904(g).

The Agreement proposes actions that may be considered public security, public safety and emergency preparedness and is authorized under the Community Corrections Act.¹ The Agreement addresses its duration, purpose, manner of financing the cooperative undertaking, permissible method of termination, the manner of acquiring, holding and disposing of real and personal property used in the cooperative undertaking, and states that Jackson County shall be the administrative county for community corrections services for the 2nd Judicial District for purposes of applying for, receiving, and expending funds. The Agreement complies with K.S.A. 2020 Supp. 12-2904(d) and (e).

We find that the Agreement itself is in proper form and compatible with the laws of this state. The Agreement will be effective after the parties have adopted the appropriate ordinances and resolutions² and it is properly filed with the Secretary of State and Register of Deeds.³

¹ K.S.A. 75-5290 *et seq.*

² K.S.A. 2020 Supp. 12-2904(b) states, "Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

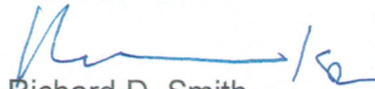
³ "Prior to its entry into force, an agreement made pursuant to this act shall be filed with the register of deeds of the county where such political subdivision . . . is located and with the secretary of state." K.S.A. 12-2905.

The Agreement does not include a signature line for evidencing the Attorney General's approval. We, therefore, recommend that this letter be filed with the Agreement.

If you have any questions or concerns regarding this matter, please feel free to contact me at rich.smith@ag.ks.gov or (785) 368-8409.

Sincerely,

OFFICE OF ATTORNEY GENERAL
DEREK SCHMIDT

A handwritten signature in blue ink, appearing to read "Richard D. Smith", with a stylized flourish at the end.

Richard D. Smith
Assistant Attorney General

RDS:sb
Enclosure

2nd JUDICIAL DISTRICT INTERLOCAL COOPERATIVE AGREEMENT FOR COMMUNITY CORRECTIONS

The 2nd Judicial District, comprised of Jackson, Jefferson, Pottawatomie, and Wabaunsee counties, and the County Commissions of said municipalities, wish to enter into an interlocal Cooperative Agreement for delivery of adult community corrections throughout the judicial district; and

The four counties of the Second Judicial District have previously determined that each would be best served by combining those services funded by the State of Kansas pursuant to the Community Corrections Act, to be known as The 2nd Judicial District Adult Community Corrections Services, with an advisory board known as the 2nd Judicial District Adult Services Advisory Board overseeing said entity; and

The Boards of County Commissioners of the four counties of the 2nd Judicial District, to-wit: Jackson, Jefferson, Pottawatomie, and Wabaunsee counties, being authorized by K.S.A. 75-5292, K.S.A. 75-7044, and K.S.A. 12-2904, to enter into an interlocal cooperation agreement for the purposes hereinafter stated, do hereby enter into such agreement upon the following terms and conditions:

1. **Duration.** This agreement shall continue in effect for so long as State funding continues, or the counties agree to terminate the agreement, whichever shall first occur.

2. **Organization and Purpose.** The agreement confirms establishment of an Advisory Board for community corrections, together with adoption of a comprehensive plan. The advisory board shall consist of at least fourteen (14) members who shall be representatives of law enforcement, prosecution, judiciary, probation, education, mental health, and the general public. Members shall be appointed pursuant to K.S.A. 75-5292, K.S.A. 75-7044, and K.S.A. 12-2904. The Director, with the advice of the advisory board, shall operate the program.

3. **Administrative County.** Jackson County shall be the administrative county for community corrections services for the 2nd Judicial District for purposes of applying for, receiving, and expending funds.

4. Director. The Director of the community corrections services shall be appointed by the Chief Judge of the 2nd Judicial District to serve at the will of the judge. The Chief Judge shall evaluate the Director at least annually. The advisory board shall be notified by the Chief Judge annually regarding the outcome of the evaluation.

5. Powers. The Director of the 2nd Judicial District Adult Community Services, with the advice of the advisory board, shall have the power to:

a. Acquire by any lawful means, including purchase, lease or transfer of custodial control, the lands, buildings, and equipment necessary and incidental to such purposes and to dispose of personal and real property. Any sale or purchase of real property shall require the approval of the County Commission of the administrative county.

b. Enter into contracts, which are necessary and incidental to such purposes.

c. Determine and establish the administrative structure best suited to the efficient administration and delivery of such correctional services.

d. Establish a budget which shall be funded by grants from the Secretary of Corrections and other grant resources determined by the Director.

e. Employ and terminate employment as deemed necessary by the Director, pursuant to the 2nd Judicial District Internal Policy and Procedure Manual, and the policies adopted pursuant to the requirements imposed by the Department of Corrections.

f. Seek funding and expend funding for purposes of community corrections.

6. Funding. Adult community correction services shall be funded by the Secretary of Corrections and such other grant resources that the Director identifies. At no time shall the expenditures for community correction services exceed available cash. No party shall be required to contribute to the funding of community corrections without notice and opportunity to vote on the matter.

The Director shall submit quarterly financial reports to the advisory board and the Board of County Commissioners regarding adult community corrections.

7. Disposal of Property. Personal property acquired during the term of this agreement shall be disposed of by assignment and transferred to the parties to the agreement at the termination of the agreement in such proportion as dictated by population of each county at the time of the termination, unless title has vested with the Secretary of Corrections or other funding sources, the law or the written agreement of the parties dictates otherwise. Any real estate which was owned by a party, but which was improved by funding for community correction services, shall be retained by the county which owned the real property prior to the agreement. During the term

of the agreement, at the discretion of the Director, disposable property shall be sold or discarded, with any funds reverting to the appropriate budget of community corrections services.

8. **Withdrawal.** Upon written notice to the parties to this agreement and the advisory board, any county may withdraw from this agreement, effective at the conclusion of the fiscal year. Upon withdrawal of any party, this agreement shall continue in effect as to the remaining counties unless and until such remaining counties withdraw or agree to terminate the agreement. Withdrawal does not absolve any part of legal responsibilities set by statute or this agreement. The disposition of any personal property as a result of such a withdrawal, if necessary, shall be determined in writing by the parties.

9. **Miscellaneous Terms.** The failure of any party to enforce any of the terms of this agreement on one or more occasions shall not constitute a waiver of the right of any party to enforce the terms of this agreement. The parties shall comply with the Kansas Act Against Discrimination, pursuant to K.S.A. 44-1101, et. seq.

THIS AGREEMENT shall be effective this 22 day of November, 2021.

IN WITNESS thereto the acknowledgment of the Board of County Commissioners for each cooperating county to this Interlocal Cooperative Agreement, executed on the day and year below written. This Interlocal Cooperative Agreement may be signed by the Board of County Commissioners for all cooperating counties in counterparts, each of which shall be deemed an original, and shall then be binding upon all parties as of the effective date of this cooperative agreement.

Attest:

Board of County Commissioners of Jackson Co.

Tally Mick
Jackson Co. Clerk

Chair: *Ed Kallene*

Attest:

Board of County Commissioners of Jefferson Co.

Jefferson Co. Clerk

Chair: _____

of the agreement, at the discretion of the Director, disposable property shall be sold or discarded, with any funds reverting to the appropriate budget of community corrections services.

8. Withdrawal. Upon written notice to the parties to this agreement and the advisory board, any county may withdraw from this agreement, effective at the conclusion of the fiscal year. Upon withdrawal of any party, this agreement shall continue in effect as to the remaining counties unless and until such remaining counties withdraw or agree to terminate the agreement. Withdrawal does not absolve any part of legal responsibilities set by statute or this agreement. The disposition of any personal property as a result of such a withdrawal, if necessary, shall be determined in writing by the parties.

9. Miscellaneous Terms. The failure of any party to enforce any of the terms of this agreement on one or more occasions shall not constitute a waiver of the right of any party to enforce the terms of this agreement. The parties shall comply with the Kansas Act Against Discrimination, pursuant to K.S.A. 44-1101, et. seq.

THIS AGREEMENT shall be effective this ____ day of _____, 20__.

IN WITNESS thereto the acknowledgment of the Board of County Commissioners for each cooperating county to this Interlocal Cooperative Agreement, executed on the day and year below written. This Interlocal Cooperative Agreement may be signed by the Board of County Commissioners for all cooperating counties in counterparts, each of which shall be deemed an original, and shall then be binding upon all parties as of the effective date of this cooperative agreement.

Attest:

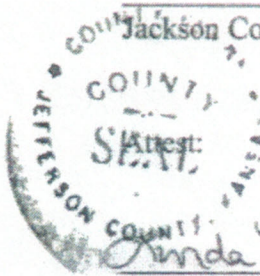
Board of County Commissioners of Jackson Co.

Chair: _____

Jackson Co. Clerk

Board of County Commissioners of Jefferson Co.

Chair: _____



Jefferson Co. Clerk

[Handwritten signature]

Attest:


Board of County Commissioners of Pottawatomie Co.

Pottawatomie Co. Clerk

Chair: _____

Attest:

Board of County Commissioners of Wabaunsee Co.


Abby Amick
Wabaunsee Co. Clerk
Abby Amick

Chair: Joel Fager