



**Kansas Association of
Chiefs of Police**

PO Box 2163
Hutchinson, KS 67504
(620) 242-6565



**Kansas Sheriffs
Association**

PO Box 1122
Pittsburg, KS 66762
(620) 687-1206



**Kansas Peace Officers
Association**

PO Box 2592
Wichita, KS 67201
(316) 722-8433

**Testimony to the Senate Utilities Committee
In Support of SB487
February 20, 2024**

Chairman Fagg and Committee Members:

Our associations support the clarification of 911 fund distributions in situations when one PSAP contracts with another PSAP for all or part of the PSAP operations. As our rural counties continue to shrink in population, such arrangements are sound financial decisions benefiting both PSAPs.

For the most part, SB487 mirrors the provisions in HB2690 addressing the same issue. In most areas it is word for word the same and in others it goes to the same result with different words. But there is one provision in SB487 that is totally different. That is found in section 3 of the bill, subsection (a)(4) on page 8 lines 19-29. That subsection causes us some concern. The current wording requires the 911 Coordinating Council to approve the agreement between the governing bodies of the two PSAPS, without any guardrails on what they can base such a decision on. We believe the approval by the Coordinating Council should be only on the issue of compatibility with the technology of the state systems and not on other policy or funding agreements. We also believe the contracting parties should decide the proportional transfer of the 911 funding. We object to the provisions on page 8, lines 25-29 requiring a minimum of 50% transfer. We also believe the proposed language does not include any fund transfer based on a contract for partial PSAP services, based on the word “all” on page 8, line 26. We have attached a proposed amendment to subsection (a)(4) on page 8, to remedy this. We simply believe the contracting governing bodies should have total latitude in this area.

Throughout both SB487 and HB2690, the provisions relating to the contractual agreement between PSAPS is stated as an agreement between “counties.” We also believe that is problematic. Not all PSAPS are operated by counties, many are operated by cities. We believe the term “counties” should be “governing body of the PSAP” for both parties of the agreement. We base that on the following:

- A 2018 spreadsheet of disbursements to PSAPS we have a copy of indicates payments are made to counties and to cities, not just to counties. Therefore, we believe to contract with or by a PSAP operated by a city, the current language is deficient.
- KSA 12-5363, the first statute of the 911 Act, in subsection (g) defines “governing body” as “the board of county commissioners of a county or the governing body of a city.”
- The same statute in subsection (p) defines PSAP as “a public safety answering point operated by a city or county.”

We have not drafted an amendment for this issue, but **we recommend the word “county” be replaced with “governing body of the PSAP” anywhere in the bill “county” is used in reference to the contracting parties.**

We ask you to consider the amendment above and the attached amendment (subject to the revisor’s edits) for adoption before passing the bill favorably.

Ed Klumpp
Legislative Liaison

SB487 Draft Amendment

Section 3, subsection (a)(4) on page 8 lines 19-29:

(4) A county may contract with another county for the provision of some or all of a county's PSAP services. If a county serves as the provider of PSAP services for another county, both counties shall enter into a contract or memorandum of agreement that addresses contingency plans and overflow arrangements. Any such contract or memorandum of agreement shall be ~~approved-reviewed~~ by the council for content on the contingency plans and overflow arrangements or that may conflict with the function of the statewide system. Any such content must be resolved by the counties and the Council prior to the effective date of the contract or memorandum of agreement. Any county contracting with another county to have such other county provide ~~all~~ PSAP services for the county shall establish in the contract or memorandum of agreement an agreed upon percentage of the distribution for request the LCPA to distribute ~~a portion of not less than 50% of from~~ such county's direct distribution amount to the county with which it is contracting for services.