

Request for Legislative Action

Ord. #5719

Sponsor: Megan L. Marshall

Date: February 28, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5719
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	2/28/2023

Introduction

Action Items: ['Appropriate']

Project/Title:

No Kid Hungry Missouri Breakfast Grant

Request Summary

This is a request to appropriate \$4,000 from the 2023 undesiganted funds balance in acceptance of funds awarded to the Family Court Division by the Family and Community Trust. The project is named "No Kid Hungry Missouri Breakfast Grant". The purpose of the funds as approved by the grantor is to purchase two food prep tables. Please appropriate 4,000 in the account herein:

Contact Information

Department:	Circuit Court	Submitted Date:	2/8/2023
Name:	Carl Bayless	Email:	carl.bayless@courts.mo.gov
Title:	Coordinator	Phone:	816-435-4775

Budget Information

Amount authorized by this legislation this fiscal year:			\$4,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$4,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$4,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2160 (No Kid Hungry Breakfast Grant)	58170 (Other Equipment)	\$4,000

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.	

Request for Legislative Action

History

Submitted by Circuit Court requestor: Carl Bayless on 2/8/2023. Comments:

Approved by Department Approver Theresa Byrd on 2/8/2023 4:40:18 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/8/2023 4:49:17 PM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 2/9/2023 11:26:15 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 2/15/2023 11:34:23 AM. Comments: Fiscal
Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 2/16/2023 1:18:29 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/23/2023 11:17:20 AM. Comments:

Funds sufficient for this transfer are available from the source indicated below.

ORD/RES #	5719
eRLA #	795

Department / Division	Character/Description	From	To
Grant Fund - 010			
2160 - No Kid Hungry Breakfast Grant	45974 - Increase Revenues	4,000	
9999 - Non-Specific Department	38210 - Undesignated Fund Balance		4,000
9999 - Non-Specific Department	38210 - Undesignated Fund Balance	4,000	
2160 - No Kid Hungry Breakfast Grant	58170 - Other Equipment		4,000
<div> APPROVED By Sarah Matthes at 11:33 am, Feb 15, 2023 </div>		\$ 8,000	\$ 8,000

Budgeting

No Kid Hungry Missouri Breakfast Grant 2022-2023 Grant Agreement

Agreement Title: Breakfast Grant

Agreement Date: September 12, 2022

Grantor: Family and Community Trust (hereby referred to as FACT or the Grantor)

Grantee: Jackson County Family Court, Juvenile Detention Center & Hilltop Residential Treatment Center (hereby referred to as the Grantee)

Grant Amount: \$4,000.00

Grantee

Representative: Ralph Zanders

Grantee Contact

Information: 635 E. 26th Street, Kansas City 64108
816.435.4856
Ralph.zanders@courts.mo.gov

Grantor

Representative: Jeananne Markway
jeanne.markway@mofact.org
573.632.2488

SECTION 1: BACKGROUND AND PROPOSAL DESCRIPTION

1.1 Introduction and Background

- 1.1.1 No Kid Hungry Missouri (NKHM) is a cooperative effort between the FACT and the University of Missouri Center for Health Policy (CHP). NKHM, modeled on the Share our Strength national No Kid Hungry effort, is focused on eliminating child hunger in the state by working with state agencies, schools, private organizations, businesses and individuals to implement solutions to ensure kids have access to nutritious meals. More information about the Share Our Strength and the national No Kid Hungry campaign can be found at: www.nokidhungry.org, about the FACT at: www.mofact.org, about No Kid Hungry Missouri at www.mofact.org/nokidhungry, or by email to jeanne.markway@mofact.org.
- 1.1.2 The mission of the FACT is to promote and support effective public/private partnerships and community involvement to develop innovative solutions to achieve Missouri's vision for improving the lives of children and families. The mission of CHP is to promote wellbeing and access to equitable healthcare for all Missourians, particularly those with the greatest need. FACT and CHP are responsible for the administration of the NKHM program and recognize food insecurity among school-aged children as a significant barrier to academic, social, and economic growth. FACT provides overall programmatic leadership and grantmaking and CHP provides operational support to NKHM.

1.2 Grant Description

- 1.2.1 The NKHM Breakfast Grant seeks to increase access to/and or participation in the USDA's National School Breakfast program, particularly among children whose economic situations may subject them to food insecurity.
- 1.2.2 The NKHM Breakfast Grant provides funding of up to \$5,000 for the purpose of providing access to nutritious food, expanding food availability in underserved areas, and/or increasing participation in the program. Funding for No Kid Hungry Missouri is available, in part, from a federal Community Service Block Grant administered by the FACT through the Missouri Department of Social Services.



SECTION 2: OBJECTIVES AND EXPECTED OUTCOMES

2.1 Objectives and Expected Outcomes

- 2.1.1 The activities/items outlined in Exhibit A: the *Proposal*, shall be for the purpose of the objectives and expected outcomes detailed in the application proposal (Exhibit A), which includes details of funding.

SECTION 3: GRANTEE RESPONSIBILITIES AND EXPECTATIONS

3.1 Grantee Responsibilities

- 3.1.1 It is the responsibility of the Grantee to carry out the activities of the proposal as outlined in this agreement.
- 3.1.2 It is the responsibility of the Grantee to immediately inform the Grantor of any inability to carry out the activities that change the scope of this agreement.
- a. Should the Grantee become unable to undertake the activities or meet the objectives or expected outcomes detailed in the original application, the Grantee may be required to return funds at the request of the Grantor.
- b. Should the Grantee become unable to procure any item(s) described in Exhibit A and wishes to substitute an item(s), Grantee **MUST** submit *Attachment 1* to the Grantor for approval **PRIOR** to the purchase.
- i. Approval of substitutions for items described in Exhibit A is at the sole discretion of the Grantor.
- ii. All approved substitutions shall be recorded using *Attachment 1* and signed by both the Grantor and Grantee. The fully executed *Attachment 1* shall not require a formal amendment to the contract.
- iii. The Grantor reserves the right to recoup funds from the Grantee for substitutions made without prior authorization.
- 3.1.3 No later than February 15, 2023, the Grantee shall provide an itemized report documenting how grant funds were expended (including paid invoices, receipts or other suitable proof of payment) following the format provided In Exhibit B, Itemized Expenditures.
- 3.1.4 No later than February 15, 2023, the Grantee shall submit a grant summarization report electronically, at https://missouri.qualtrics.com/jfe/form/SV_b9E94Aw23bydyYe.

3.2 Grantee Expectations

- 3.2.1 All reports shall be provided in the form and format specified by the Grantor.
- 3.2.2 After providing sufficient notice, the Grantee shall allow the Grantor to tour its facilities to observe the activities supported by grant funds.
- 3.2.3 The Grantee shall permit the Grantor the right to use the Grantee's name, logo, and photographs in promotional materials and press releases, as appropriate.
- 3.2.4 The Grantee shall follow all instructions provided by the Grantor.
- 3.2.5 If the Grantee subcontracts any part of this agreement, then the Grantee shall require such a subcontractor to comply with the terms of this agreement.
- 3.2.6 Disclosure of information, by either party to the contract, concerning a child for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 3.2.7 The Grantor shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to requests, reports, site visits and inspection of relevant documentation of the Grantee.
- 3.2.8 To comply with the Steven's Amendment, the Grantee shall receive written approval from the Grantor prior to issuing written statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money.
- 3.2.9 The Grantee shall comply with all local, state, and federal laws and regulations related to the performance of this grant.

SECTION 4: PAYMENTS TO THE GRANTEE

4.1 Payment to Grantee

- 4.1.1 Total funding awarded for this proposal is \$4,000.00 and shall be used to procure the items or services listed in Exhibit A.
- 4.1.2 Payment shall be distributed to Grantee no later than 30 days after receipt of this signed and executed agreement.
- 4.1.3 In the event the items listed in Exhibit A cost less than the total amount of the award described in this agreement, Grantee shall obtain prior written approval from Grantor to utilize the



remaining funds to support allowable activities related to increasing access to school breakfast.

SECTION 5: GENERAL REQUIREMENTS

5.1 Grantee Liability

- 5.1.1 The Grantee shall pay, indemnify and be responsible for any and all personal injury, including death, or property damage as a result of the Grantee's actions, or inactions, including but not limited to, misconduct, negligence, professional malpractice or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.
- 5.1.2 In addition to the liability imposed upon the Grantee on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Grantee's negligence, the Grantee shall pay, indemnify, save and hold harmless the FACT, including its employees, from every expense, liability, or payment arising out of such misconduct or negligent act.
- a. This obligation includes, but is not limited to, the obligation to pay any and all attorney fees, court costs and litigation expenses that the FACT may incur in defense of such action.
- 5.1.3 The Grantee shall pay, indemnify, be responsible for and hold harmless the FACT and its employees for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the Grantee under the terms of the agreement.

5.2 Insurance

- 5.2.1 The FACT is and shall not be required to save and hold harmless and/or indemnify the Grantee, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the Grantee or any activity of the Grantee's employees related to the Grantee's performance under the contract. Therefore, the Grantee shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the FACT, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to the Grantee's performance under the contract.

5.3 Inventory/Fixed Assets/Recordkeeping

- 5.3.1 The Grantee shall keep an accurate inventory for all assets, equipment and other real or personal property with a single item cost of \$2,500 or more that is purchased with any portion of funds administered through this agreement.
- a. The inventory shall also include specific information as to the disposition of these assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reasons, therefore.

- 5.3.2 The Grantee shall retain any asset, equipment or other real or personal property purchased that cost \$2,500 or more than is purchased with any portion of funds administered through this grant for a minimum period three (3) years beyond that date of this agreement.
- 5.3.3 The Grantee shall only utilize assets purchased with funds provided through this agreement for carrying out allowable purposes related to increasing access to meals.
- 5.3.4 Exceptions for fixed assets may be granted in writing on a case-by-case basis but shall be at the sole discretion of the Grantor.

5.4 **Debarment Certification**

- 5.4.1 The Grantee certifies by signing the signature page of this original document and any amendment signature page(s) that the Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

AUTHORIZING SIGNATURES

The undersigned hereby agrees to all terms and conditions contained in this agreement and that all declarations and certifications contained herein are true. The undersigned further agrees that when this document is countersigned by an authorized representative of the Family and Community Trust, a binding contract shall exist between the grantee and the Family and Community Trust.

In witness thereof, the parties below hereby execute this agreement.

Theresa L. Byrd
Authorized Signature for the Grantee

Theresa L. Byrd / Deputy Court Administrator
Printed Name and Title

12-30-2022
Date

Bill Dent
Authorized Signature for the Grantor
Family and Community Trust

Bill Dent, Executive Director
Printed Name and Title

1/9/2023
Date



MISSOURI

EXHIBIT A: PROPOSAL THAT INCLUDES DETAILS OF FUNDING

Exhibit A is derived from a computer report and is populated with information the Grantee provided during the award application process. The Grantee may note that numbering is not sequential, and the document may contain formatting issues. The Grantee should examine the content carefully to ensure the Grantee agrees with the information provided in Exhibit A.

Q14.

No Kid Hungry Missouri, a project of the [Missouri Family and Community Trust](#) and the [MU Center for Health Policy](#), offers competitive grants of up to \$5,000 to schools to increase participation in **school breakfast**.

Eligibility

Qualified applicants must:

- Be a school located in Missouri in which at least 40% or more of the student population is enrolled in free or reduced school meal programs;
- Be in good standing with the Missouri Department of Elementary & Secondary Education (DESE);
- Complete and submit this application no later than **noon CST July 15, 2022**.

Non-traditional school breakfast service models

Giving students more opportunities to eat breakfast at school makes sense. **While there are several approaches to this work, schools may consider** implementing one of [three approaches/service models](#) from [Share Our Strength](#). They include:

- [Breakfast in the Classroom](#)
- [Grab and Go Breakfast to the Classroom](#)
- [Second Chance Breakfast](#)

Applications may use one, a combination of any of the above approaches or a different approach entirely. Applicants who can describe their service plan in detail -- especially with consideration to how they will encourage more students to eat school breakfast -- will be strongly considered for funding.

No Kid Hungry-Missouri prioritizes grant applications that:

- Serve low-income communities in Missouri;
- Increase access to breakfast for children;
- Are likely to result in a sustainable effort, continuing beyond School Year 2022-2023

Examples of items this grant has funded in the past:

- Food service items,
- Food storage,
- Food preparation,
- Food transportation equipment;

Interested applicants are invited to submit requests for these items. Other items that will increase participation will be also considered.

This grant will not fund purchases for:

- Food;
- Advertising
- Fuel
- Wages/salaries;
- Clothing;
- Single-use items (examples include disposable utensils, to-go boxes and gloves)
- Prizes or other incentives for meal participation

Questions

- For general inquiries about funding, application processing, and reporting requirements for awardees, please contact [Jeananne Markway](#).
- For questions and technical assistance about planning your program and writing your application, please contact [Jeremy Milarsky](#) or [Kimberley Sprenger](#).

** Note: No Kid Hungry Missouri's Breakfast Challenge grants are for individual schools. School districts*

wishing to apply for funding for multiple schools should contact [Jeremy Milarsky](#) directly.

Q1. Email address of person filling out this application

ralph.zanders@courts.mo.gov

Q2. Confirm email address

ralph.zanders@courts.mo.gov

Q28. Your name

Ralph Zanders

Q17. Phone number

8164354856

Q29. My organization is a:

- ☐ Public school
- ☒ Private school or other organization serving school breakfast

Q30. Please type the full name of your organization. Organizations must serve school breakfast through a USDA program (ex. National School Breakfast Program, Summer Food Option, Child and Adult Care Food Program)

Jackson County Family Court, Juvenile Detention Center & Hilltop Residential Treatment Center

Q55. Missouri school applying for funding:

This question was not displayed to the respondent.

Q4. Mailing address

All proposed food-service sites must be in Missouri

Street address

625 E 26th Street

City

Kansas City

State

ZIP

Q23. County where school is located:

Jackson ▼

Q7. Does your school participate in the [Community Eligibility Provision, or CEP?](#)

☐ Yes

☒ No

Q20. Please choose one or more of the following descriptions of how breakfast **is served** in your school **currently**. For more on the national No Kid Hungry models of serving breakfast, click [here](#). In my school, breakfast is served:

☒ In the cafeteria before classes start

☐ In the cafeteria after classes start

☐ In the classroom during class

☒ In the cafeteria and also from other convenient locations in the building (ex: a kiosk near the entrance of the building)

☐ Another method (please describe)

Q26. Please choose one or more of the following descriptions of how breakfast **will be served** in your school during School Year 2022-2023. For more on the national No Kid Hungry models of serving breakfast, click [here](#). In my school, breakfast is served:

☒ In the cafeteria before classes start

☐ In the cafeteria after classes start

☐ In the classroom during class

☒ In the cafeteria and also from other convenient locations in the building (ex: a kiosk near the entrance of the building)

☐ Another method (please describe)

Q22. Tell us generally how your school will use these funds to increase participation in school breakfast.

Additional funding for equipment that will allow a greater variety of breakfast selections to be served while still meeting nutritional guideline requirements and provide visual cues that promote the importance of having a nutritionally balanced breakfast.

Q31. Details of Funding

Please describe your proposed purchases by item (for example, if you are buying two portable coolers and one refrigerator, you would have the coolers on one line and the refrigerator on a second line). For unit costs enter the estimated cost of each unit - not the total cost for all of the units in the line.

The award ceiling for this grant is \$5,000 per applicant. Requests exceeding this amount cannot be considered.

Example:

	Item short description	Unit Cost	Quantity (How many of each item?)
	Example: "Samsung 27.4 cu. ft. Large Capacity Side-by-Side Refrigerator in Stainless Steel"	How much does each item cost?	
Line item 1	Single deck full size electric oven	2,199.	1 ▾
Line item 2 (if needed)	Refrigerator and sandwich-prep table	1,369.	1 ▾
Line item 3 (if needed)	Three-compartment containers	41.83	20 ▾
Line item 4 (if needed)			▾

	Item short description	Unit Cost	Quantity (How many of each item?)
	Example: "Samsung 27.4 cu. ft. Large Capacity Side-by-Side Refrigerator in Stainless Steel"	How much does each item cost?	
Line item 1	Food Prep Table	2000	2 ▾
Line item 2 (if needed)	(Digital Signage Media player is denied.) Total award amount offered: \$4,000		
Line item 3 (if needed)			▾
Line item 4 (if needed)			▾
Line item 5 (if needed)			▾
Line item 6 (if needed)			▾
Line item 7 (if needed)			▾

Confirmation of Understanding regarding Grant Program Rules

By submitting this application I affirm that I understand:

- That only schools in which 40% or more of the students are enrolled in free or reduced-price lunches may be considered for this grant
- That, if awarded a grant, my school is committed to increasing breakfast participation no later than Sept. 2, 2022

Q29. I affirm that I understand the above.

☒ Yes

Location Data

Location: ([39.0696](#), [-94.5693](#))

Source: GeoIP Estimation



EXHIBIT B: ITEMIZED EXPENDITURES

The Grantee will provide an itemized report documenting how grant funds were expended. The report will include invoices and receipts and will follow the format provided in Exhibit B. Exhibit B is due no later than **November 15, 2022**.

Organization Name: [INSERT ORGANIZATION NAME]

Date	Item Description	Actual Cost
mm/dd/yyyy	Brief description of each item	\$0.00
	Proof of Payment* MUST be attached. [*Invoices, paid-receipts, and/or other accounting documentation]	

Authorized Signature for the Grantee

Printed Name and Title

Date

Contact Telephone: _____

Contact Email: _____



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Attachment 1: Request for Substitution of Items

In the event the Grantee wishes to deviate from procuring any item(s) described in Exhibit A, Grantee shall submit this form (Attachment 1) to request a substitution.

Organization Name: [INSERT ORGANIZATION NAME]

Award Amount:

Original Item Requested	Cost of Original Item	Item Substitution Requested	Cost of Item Substitution

Reason for Substitution Request:

Authorized Signature for the Grantee

Printed Name and Title

Date

Contact Telephone: _____

Contact Email: _____

Authorized Signature for the Grantor
Family and Community Trust

Printed Name and Title

Date

GRANTEE MAY NOT REQUEST FUNDING THAT EXCEEDS THE ORIGINAL AWARD AMOUNT.

Note: Any substitution must be approved by the Grantor prior to purchase.



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