

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE enacting sections 5547 and 5573, Jackson County Code, 1984, relating to the petty offense code, with a penalty provision.

ORDINANCE NO. 5226, May 20, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the Legislature has determined it to be in the best interests of the health, safety, and welfare of the citizens of Jackson County to enact new proscriptions to prohibit tampering with a motor vehicle and violating an *ex parte* or full order of protection in the County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section A. Enacting Clause. Sections 5547. and 5573. Jackson County Code, 1984 are hereby enacted to read as follows:

5547. Tampering with a Motor Vehicle.

No person shall:

- a. Tamper or otherwise improperly interfere with, meddle with, displace, make unwarranted alterations to the existing condition of, or temporarily deprive the owner or possessor of, any motor vehicle, including any automobile, airplane, motorcycle, motorboat, and/or any other motor-propelled vehicle, of another,

for the purpose of causing substantial inconvenience to that person or to another.

5573. Violation of an Ex Parte or Full Order of Protection

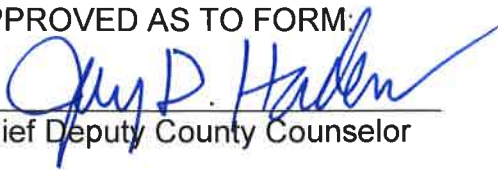
- a. No person shall violate the terms or conditions of an *ex parte* or full order of protection entered by a court of the State of Missouri or of any other state, territory or possession of the United States, the Commonwealth of Puerto Rico or the District of Columbia.
- b. A certified copy of the *ex parte* or full order of protection shall be *prima facie* evidence of the existence and validity of the *ex parte* or full order of protection.
- c. Refusal of the person for whose benefit the *ex parte* or full order of protection was issued to sign a complaint or to testify shall not be defense to a charged violation of this section.

Section B. Penalty Provision.

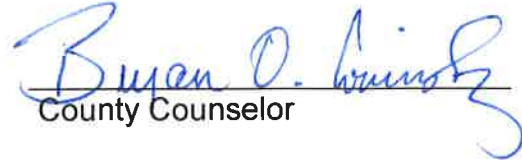
Any person found guilty of a violation of any provision of this Ordinance shall be subject to punishment pursuant to section 5220. of the Jackson County Code.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No.5226, introduced on May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5226.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$1,496.00 from the undesignated fund balance of the 2019 Park Fund in acceptance of donations from The Society of the Friends of Missouri Town 1855 to the Parks + Rec Department to be used for the restoration of the Colonel's House.

ORDINANCE NO. 5227, May 20, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Society of the Friends of Missouri Town 1855 has donated funds to be used for the restoration of the Colonel's House at Missouri Town 1855 for use by the Parks + Rec Department; and,

WHEREAS, an appropriation is necessary in order to place the donated funds in the proper spending account; and,

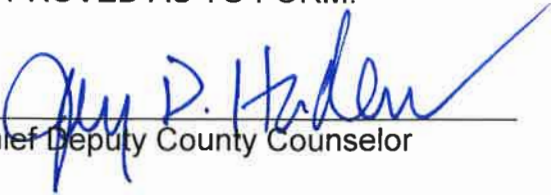
WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-9999	47960 – Misc. Donations	\$1,496	
003-2810	Undesignated Fund Balance		\$1,496
003-2810	Undesignated Fund Balance	\$1,496	
Heritage Programs and Museums 003-1603	56510- Maint. & Repair Buildings		\$1,496

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5227, introduced on May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5227.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 003 2810
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$1,496.00

5/15/19
Date


Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE**

MAY 07 2019

Completed by County Counselor's Office:

Res/Ord No.: 5227

Sponsor(s): Tony Miller

Date: May 20, 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: Appropriation of funds from donation																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="315 474 1198 877"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$1,496.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$1,496.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM</td> <td></td> </tr> <tr> <td>003-9999-47960 Park Fund – Donations</td> <td>\$1,496</td> </tr> <tr> <td>TO</td> <td></td> </tr> <tr> <td>003-1603-56510 Park Fund – Historic Sites – Maintenance & Repair Buildings</td> <td>\$1,496</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is:</p> <p>OTHER FINANCIAL INFORMATION:</p> <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): \$ Prior Year Actual Amount Spent (if applicable): \$	Amount authorized by this legislation this fiscal year:	\$1,496.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$1,496.00	Amount budgeted for this item * (including transfers):	0	Source of funding (name of fund) and account code number; FROM		003-9999-47960 Park Fund – Donations	\$1,496	TO		003-1603-56510 Park Fund – Historic Sites – Maintenance & Repair Buildings	\$1,496
Amount authorized by this legislation this fiscal year:	\$1,496.00																
Amount previously authorized this fiscal year:	\$0																
Total amount authorized after this legislative action:	\$1,496.00																
Amount budgeted for this item * (including transfers):	0																
Source of funding (name of fund) and account code number; FROM																	
003-9999-47960 Park Fund – Donations	\$1,496																
TO																	
003-1603-56510 Park Fund – Historic Sites – Maintenance & Repair Buildings	\$1,496																
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Dianne Kimzey, Deputy Director of Enterprise Operations 503-4825																
REQUEST SUMMARY	The Parks + Rec Department is requesting authorization to accept and appropriate a donation of \$1,496 to Jackson County Parks + Rec from The Society of Friends of Missouri Town 1855 for wallpapering a room in the Colonel's House at Missouri Town. Work will be fulfilled by an existing term & supply contract. Funds should be appropriated within the Park Fund to account 003-1603-56510, Maintenance & Repair Buildings.																
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																
ATTACHMENTS	Copy of donation check																

REVIEW	Department Director: Michele Newman, Director of Parks + Rec <i>Michele Newman</i>	Date: <i>4-26-19</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Harrison</i>	Date: <i>5/7/19</i>
	Division Manager: <i>Mary Harrison</i>	Date: <i>5-7-19</i>
	County Counselor's Office: <i>Sevier County</i>	Date: <i>5/15/2019</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
003-9999-47960	Park Fund – Donations	\$1,496

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: May 7, 2019

Ord # 5227

Department / Division	Character/Description	From	To
003 Park Fund			
9999 -	47960 Misc. Donations	\$ 1,496	\$ -
2810 Undesignated Fund Balance			1,496
2810 Undesignated Fund Balance		1,496	
1603 Heritage Programs and Museums	56510 Maint. & Repair - Buildings		1,496
		\$ 1,496	\$ 1,496

Mark Lang by Mary Resumes
Budget Officer

**SOCIETY OF THE FRIENDS OF MISS
LEES SUMMIT, MO 64063-7907
PO BOX 1907**

5822
80-189/1012

4/8/19

Date

Pay to the
Order of

Jackson County Parks Plus Rec

\$ 1496.00

Fourteen hundred ninety-six dollars & no cents Dollars



Jean A. Laughman

For Colonel's House Wallpaper

John P. Laughman



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$407,990.00 from the undesignated fund balance of the 2019 General Fund representing an advance payment of insurance proceeds to be used to fund repairs to and the restoration of the downtown Jackson County Courthouse and related costs, necessitated by recent water damage.

ORDINANCE NO. 5228, May 20, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the County has received a check in the amount of \$407,990.00, representing an advance payment of insurance proceeds to be used to fund repairs to and the restoration of the downtown Jackson County Courthouse and related costs, necessitated by recent water damage; and,

WHEREAS, an appropriation is necessary to place these funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Courthouse Flood Ins 001-1240	47040 – Reimb Damage Claims	\$407,990	
001-2810	Undesignated Fund Balance		\$407,990
001-2810	Undesignated Fund Balance	\$407,990	
001-1240	56620– Rent		\$ 94,457
001-1240	56790-Other Contractual		\$313,533

Effective Date: This ordinance shall be effective immediately upon the signature by the Interim County Counselor.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify the attached ordinance. Ordinance No. 5228 introduced on May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5228.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 2810
ACCOUNT TITLE: General Fund
Undesignated Fund
NOT TO EXCEED: \$407,990.00

5/15/19

Date



Chief Administrative Officer

EXECUTIVE REQUEST FOR LEGISLATIVE ACTION

MAY 0 / 2019

Completed by County Counselor's Office:

Res/Ord No.: 5228

Sponsor(s): Crystal Williams

Date: May 20, 2019

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriating \$407,989.48 from the undesignated fund balance in acceptance of insurance proceeds from Travelers as it relates to burst pipes at the Downtown Courthouse</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$407,989.48</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$407,989.48</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM 001 (General Fund)-1240 (Courthouse Flood Insurance) -47040 (Reimbursement for Damage Claims)</td> <td>FROM ACCT \$407,989.48</td> </tr> <tr> <td>TO 001 (General Fund) - 1240 (Courthouse Flood Insurance) – 56620 (Rent)</td> <td>TO ACCT \$94,457.00</td> </tr> <tr> <td>001 (General Fund) - 1240 (Courthouse Flood Insurance) – 56790 (Other Contractual)</td> <td>\$313,532.48</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$407,989.48	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$407,989.48	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM 001 (General Fund)-1240 (Courthouse Flood Insurance) -47040 (Reimbursement for Damage Claims)	FROM ACCT \$407,989.48	TO 001 (General Fund) - 1240 (Courthouse Flood Insurance) – 56620 (Rent)	TO ACCT \$94,457.00	001 (General Fund) - 1240 (Courthouse Flood Insurance) – 56790 (Other Contractual)	\$313,532.48
Amount authorized by this legislation this fiscal year:	\$407,989.48														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$407,989.48														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number; FROM 001 (General Fund)-1240 (Courthouse Flood Insurance) -47040 (Reimbursement for Damage Claims)	FROM ACCT \$407,989.48														
TO 001 (General Fund) - 1240 (Courthouse Flood Insurance) – 56620 (Rent)	TO ACCT \$94,457.00														
001 (General Fund) - 1240 (Courthouse Flood Insurance) – 56790 (Other Contractual)	\$313,532.48														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 5211 (3/25/19); 5205 (3/11/19)</p> <p>Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sarah Matthes, Grant Audit & Risk Manager, 881.3202</p>														
<p>REQUEST SUMMARY</p>	<p>Travelers Insurance sent one payment totaling \$407,989.48 to go towards repairs and other expenses related to the water line breaks at the Downtown Courthouse. Requesting that the \$94,457.00 be appropriated into 001-1240-56620 to cover rent for 1301 Oak through October 2019 and \$313,532.48 be appropriated into 001-1240-56790 to cover repairs.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p>														

	<input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Copy of Travelers Insurance check	
REVIEW	Department Director: <i>[Signature]</i>	Date: <i>5-7-2019</i>
	Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: <i>5/7/19</i>
	Division Manager: <i>[Signature]</i>	Date: <i>5/7/19</i>
	County Counselor's Office: <i>[Signature]</i>	Date: <i>5/15/2019</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-1240-47040	General Fund – Courthouse Flood Insurance – Reimbursement for Damage Claims	\$407,989.48

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

THE TRAVELERS - TRAVELERS - PROPERT
TRAVELERS - PROPERTY CLAIM
P.O. BOX 430
BUFFALO NY 14240-0430
SA02714

891A 90214302



DATE: 04/29/19
LOSS DATE: 02/03/19
FILE NUMBER: 877 FR FDH8522 P

JACKSON COUNTY, MO
415 E 12TH ST
KANSAS CITY MO 64106-2706

AGENT:
LOCKTON COMPANIES LLC

ACCOUNT NAME:
JACKSON COUNTY, MO

THE TRAVELERS INDEMNITY COMPANY

EXPLANATION OF PAYMENT

Building \$407989.48
TOTAL PAID \$407989.48

001-1240-4704D
Travelers PW DTCH 2/3/19

SUPPLEMENT FOR WATER LOSS
ATTN: SARAH MATTHES

FOR ADDITIONAL INFORMATION, CONTACT: DAVID B MCLEAN AT (913)967-9095

19002721
DETACH CHECK

UNSUM 2-12128
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
One Penns Way
New Castle DE 19720



891A 90214302

82-20
311

P.O. BOX 430
BUFFALO NY 14240-0430
(913)967-9095

DATE: 04/29/19
ACCOUNT NUMBER: J99
FILE NUMBER: 877 FR FDH8522 P

VOID IF NOT PRESENTED WITHIN
ONE YEAR AFTER DATE OF ISSUE

FOUR HUNDRED SEVEN THOUSAND NINE HUNDRED EIGHTY NINE AND 48/100

PAY: **\$\$\$407,989.48**

DBM

PAY TO THE ORDER OF JACKSON COUNTY, MO
415 E 12TH ST
KANSAS CITY MO 64106-2706

005435
SA02714

Douglas K. Russell

AUTHORIZED SIGNATURE



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$53,732.00 from the undesignated fund balance of the 2019 Grant Fund in acceptance of an increase to the Gender Specialized Tracker Program Grant received from the Missouri Department of Public Safety.

ORDINANCE NO. 5229, May 20, 2019

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Family Court Division has been awarded a Gender Specialized Tracker Program grant in the amount of \$53,732.00 by the Missouri Department of Public Safety for the period of October 1, 2018, through September 30, 2019; and,

WHEREAS, the purpose of this grant is to provide gender specific monitoring of youths showing at-risk factors; and,

WHEREAS, the grant does not require local matching funds; and,

WHEREAS, an appropriation is necessary to place the grant funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2019 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Specialized Gender Tracker Program			
010-2145	45928- Increase Revenues	\$53,732	
010-2810	Undesignated Fund Balance		\$53,732
010-2810	Undesignated Fund Balance	\$53,732	
010-2145	55010 - Salary		\$26,948
010-2145	55040 - FICA		\$ 2,061
010-2145	55050 - Pension		\$ 4,473
010-2145	55060 – Insurance		\$ 8,378
010-2145	56140- Travel		\$ 3,860
010-2145	56790- Other Contractual		\$ 2,000
010-2145	57230 – Other Operating Supp		\$ 6,012

and,

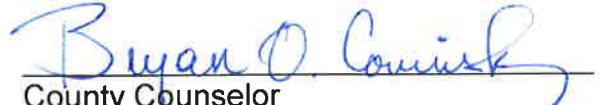
BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute any and all documents necessary to give effect to this Ordinance.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5229 introduced on May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5229.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$53,732.00

5/15/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5229

Sponsor(s): Jeanie Lauer

Date: May 20, 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>The Gender Specialized Tracker Program</u>																	
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$53,731.47</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$53,731.47</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td rowspan="2">Source of funding (name of fund) and account code number</td> <td>FROM ACCT 010-2810 \$53,731.47</td> </tr> <tr> <td>TO ACCT 010-2145 \$53,731.47</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): 47,234.17 Prior Year Actual Amount Spent (if applicable): 47,234.17</p>		Amount authorized by this legislation this fiscal year:	\$53,731.47	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$53,731.47	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number	FROM ACCT 010-2810 \$53,731.47	TO ACCT 010-2145 \$53,731.47					
Amount authorized by this legislation this fiscal year:	\$53,731.47																	
Amount previously authorized this fiscal year:																		
Total amount authorized after this legislative action:	\$53,731.47																	
Amount budgeted for this item *:	\$																	
Source of funding (name of fund) and account code number	FROM ACCT 010-2810 \$53,731.47																	
	TO ACCT 010-2145 \$53,731.47																	
PRIOR LEGISLATION	Prior ordinances and (date): 5085 Dated 03/26/18 Prior resolutions and (date):																	
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775																	
REQUEST SUMMARY	This is a request to appropriate \$53,731.47 from the 2019 undesignated fund balance in acceptance of a grant awarded to the Family Court Division by the Missouri Department of Public Safety. The project is named "Gender Specialized Tracker Program". The goal of the program is to fund a position to provide gender specific monitoring of youths showing at risk factors. The project began October 1, 2018 and will continue through September 30, 2019. The total grant project is \$53,731.47 and there is no match requirement. Please appropriate the \$53,731.47 into the accounts listed below: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">5010 Regular Salaries</td> <td style="width: 10%;">\$ 26,947.20</td> <td style="width: 30%;">6140 Travel</td> <td style="width: 30%; text-align: right;">3,860.00</td> </tr> <tr> <td>5040 FICA</td> <td>2,061.00</td> <td>6790 Other Contractual Svcs</td> <td style="text-align: right;">2,000.00</td> </tr> <tr> <td>5050 Pension</td> <td>4,473.00</td> <td>7230 Supplies/Operations</td> <td style="text-align: right;">6,011.87</td> </tr> <tr> <td>5060 Health Ins</td> <td>8,378.40</td> <td></td> <td></td> </tr> </table> <p>TOTAL APPROPRIATION : \$53,731.47</p>		5010 Regular Salaries	\$ 26,947.20	6140 Travel	3,860.00	5040 FICA	2,061.00	6790 Other Contractual Svcs	2,000.00	5050 Pension	4,473.00	7230 Supplies/Operations	6,011.87	5060 Health Ins	8,378.40		
5010 Regular Salaries	\$ 26,947.20	6140 Travel	3,860.00															
5040 FICA	2,061.00	6790 Other Contractual Svcs	2,000.00															
5050 Pension	4,473.00	7230 Supplies/Operations	6,011.87															
5060 Health Ins	8,378.40																	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)																	
ATTACHMENTS	Award Documents																	
REVIEW	Department Director: _____ Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer Division Manager: Theresa Byrd, Deputy Court Administrator County Counselor's Office: _____	Date: _____ Date: 04/10/19 Date: 04/10/19 Date: _____																

Sarah M...
5/6/19

J. R. Fairchild
Theresa Byrd

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$53,731.47

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: May 6, 2019

ORD # 5229

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
<u>2145 - Gender Specialized Tracker</u>	<u>45928 - Increase Revenues</u>	<u>53,732</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>53,732</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>53,732</u>	
<u>2145 - Gender Specialized Tracker</u>	<u>55010 - Salary</u>		<u>26,948</u>
<u>2145 - Gender Specialized Tracker</u>	<u>55040 - FICA</u>		<u>2,061</u>
<u>2145 - Gender Specialized Tracker</u>	<u>55050 - Pension</u>		<u>4,473</u>
<u>2145 - Gender Specialized Tracker</u>	<u>55060 - Insurance</u>		<u>8,378</u>
<u>2145 - Gender Specialized Tracker</u>	<u>56140 - Travel</u>		<u>3,860</u>
<u>2145 - Gender Specialized Tracker</u>	<u>56790 - Other Contractual</u>		<u>2,000</u>
<u>2145 - Gender Specialized Tracker</u>	<u>57230 - Other Operating Supplies</u>		<u>6,012</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

 5/6/19
Budgeting



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient DUNS Number:	
Jackson County Family Court		100654334	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2019 Title II Formula Grant	10/01/2018	09/30/2019	
Project Title:		Subaward Number:	
Jackson County Gender Specialized Tracker Program		2019-Title II-013	
Project Description:			
The Gender Program offers a variety of topics of topics designed to support the comprehensive, gender specific needs of the youth. A mother/daughter group and pro-social activities is offered to encourage participants to build and sustain healthy and productive relationships, gain self-esteem and empowerment and learn valuable life skills. The Tracker works to provide short-term problem solving, crisis intervention, mediation, counseling, and advocacy with youth, their parents, and other significant parties. We will utilize components of the Voices curriculum to address gender-specific issues. We will also conduct workshops that will teach and reinforce a variety of life skills. The Gender Specific Tracker works with community partners such as the Kansas City Police Department, Metropolitan Community College, Kansas City Health Department, Full Employment Council, ArtsTech, and community mental health agencies.			
Subaward Total:		CFDA Number and Name:	
\$ 53,731.47		16.540 OJJDP Title II Federal Formula Grant Program	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:		Federal Award Date:	
Office of Juvenile Justice and Delinquency Prevention		FY2015 09/25/2015 FY2016 09/12/2016	
Name of State Administering Agency (SAA):		SAA Federal Award Number:	
Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102		2015-JF-FX-0019 2016-JF-FX-0004	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Theresa Byrd		Kelly Hams-Pearson	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	03/07/19		03/09/19
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety		Subaward Date	
		01/15/2019	



2019 TITLE II CERTIFIED ASSURANCES

Subrecipient Name:	Jackson County Family Court	Subaward Number:	2019-Title II-013
Project Title:	Jackson County Gender Specialized Tracker Program		

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subrecipients shall comply, with the applicable provisions of the Title II Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal or state monies, the Subrecipient is required to attend any Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
- Non-Supplanting:** The Subrecipient assures that federal and/or state grant funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
- Subaward Adjustments:** The Subrecipient understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient but changes from one budget line to another budget

line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Subaward Adjustment Request via WebGrants.

6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
7. **Criminal Activity/False Statements:** The Subrecipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Subrecipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Subrecipient must promptly refer to the Department of Justice, Office of Inspector General and/or the Missouri DPS any credible evidence that a principal, employee, agent, Subrecipient, Subrecipient, sub-Subrecipient, or other person has either:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General
Office of Justice Programs and Investigations Div.
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Missouri Department of Public Safety
Office of the Director
Attention: Title II
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

For recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the Department of Public Safety by mail at the above noted address.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Subrecipients.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Subrecipient or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

9. **Fair Labor Standards Act:** All recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general Subrecipient or subrecipient of any tier shall not be liable when such Subrecipient or subrecipient contracts with its direct subrecipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Subrecipient and subrecipient affirmatively states that the direct subrecipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Subrecipient or subrecipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subrecipient's employees are lawfully present in the United States.

11. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
12. **Injury and Damage:** In the event of any injury or damage as a result of the Subrecipient's performance under the contract, the Subrecipient agrees to save the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subrecipient also agrees to hold the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any sub-Subrecipient or other person employed by or under the supervision of the Subrecipient under the terms of the contract.
13. **Drug-Free Workplace :** The Subrecipient assures that it will comply, and all its subrecipients will comply, with the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650,. The Law further requires that all individual

Subrecipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

14. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). 'Meaningful access' will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <http://ojp.gov/about/ocr/eeop.htm>.

5. Using Arrest and Conviction Records for Employment Decisions: The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of

federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
9. **Faith-based Organizations:** The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm."

Financial:

1. **Fund Availability:** The Subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.
4. **Allowable Costs:** The Subrecipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with Title II funds under this contract shall be used for juvenile justice and delinquency purposes only.
5. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the Title II Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Subrecipient agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the TITLE II solicitation and identified here:
 - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases (not unit cost) totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases (not unit cost) estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases (not unit cost) with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - i. Sole source procurement by a unit of government on amounts greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement of items costing \$100,000 or more requires prior approval from the U.S. Department of Justice, which must be obtained by the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or



better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

10. **Debarment and Suspensions:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Subrecipient certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default
11. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of CFR Part 200 Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Subrecipient assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.
12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event that the Missouri Department of Public Safety determines that a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. If this occurs, the Subrecipient has the right to an appeal hearing. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.

13. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **Compensation:** The Subrecipient understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Authorized Official Initials

Programmatic:

1. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this contract will maintain signed timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
2. **Coordination of activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
3. **Data Collection:** The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs or the Office of Juvenile Justice and Delinquency Prevention. In addition to information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Missouri Department of Public Safety.
4. **Access to Records:** The Subrecipient authorizes the Missouri Department of Public Safety and/or the Office of Juvenile Justice and Delinquency Prevention and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the Title II grant.
5. **Confidentiality of Research Information:** The Subrecipient assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the Missouri Department of Public Safety, Crime Victim Services and Juvenile Justice Unit. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.
6. **Printed Materials:** All materials and publications (written, visual, or audio) resulting from award activities shall contain the following statements: **"This project is supported by the by funding provided by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention Title II Program administered by the Missouri Department of Public Safety, Office of the Director."** The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice Programs.
7. **Minimization of Conference Costs:** OJP encourages applicants to review the OJP guidance on conference approval, planning, and reporting that is available on the OJP Web site at www.ojp.gov/funding/confcost.htm. This guidance sets out the current OJP policy, which requires all funding recipients that propose to hold or sponsor conferences (including meetings, trainings, and other similar events) to minimize costs, requires OJP review and prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients) and generally prohibits the use of OJP funding to provide food and beverages at conferences. The guidance also sets upper limits on many conference costs, including facility space, audio/visual services, logistical planning services, programmatic planning services, and food and beverages (in the rare cases where food and beverage costs are permitted at all).

Food and Beverage Costs: OJP may make exceptions to the general prohibition on using OJP funding for food and beverages but will do so only in rare cases where food and beverages are not otherwise available (e.g., in extremely remote areas); the size of the event and capacity of nearby food and beverage vendors would make it impractical to not provide food and beverages; or a special presentation at a conference requires a plenary address where conference participants have no other time to obtain food and beverages. Any such exception requires OJP's prior written approval. The restriction on food and beverages does not apply to water provided at

no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not affect direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

The provision of food and/or beverages to youth as part of programmatic activity is not subject to the above restriction because such activity does not fall within the definition of a conference, training, or meeting.

8. **Training and Training Material:** The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
9. **Duplication of Funding:** The Subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the Missouri Department of Public Safety's grant contact for this award, and, if so requested by DPS, seek a budget-modification or change-of-project-scope contract adjustment request to eliminate any inappropriate duplication of funding.
10. **Student Financial Assistance:** The Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
11. **JJDP ACT Compliance:** The Subrecipient agrees to comply with all Title II Formula Grant (Title II) requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the above.
12. **Confidentiality/Privacy Requirements:** The Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
13. **Federal Acquisition Regulation:** The Subrecipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The Subrecipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the Subrecipient (and of each of its subrecipients, if applicable) to ensure that this condition is included in any subaward under this award.

The Subrecipient has the responsibility to obtain from sub recipients, contractors, and sub-contractors (if any) all rights and data necessary to fulfill the Subrecipient's obligations to the Government under this award. If a proposed sub recipient, contractors, or sub-contractors refuses to accept terms affording the Government such rights, the Subrecipient shall promptly bring such refusal to the attention of the DPS grant project contact to be forwarded to the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

14. **Human Research Subjects:** Grantee agrees, as a condition of award approval, to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the

Authorized Official Initials

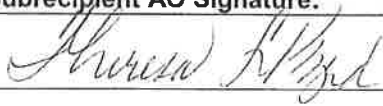
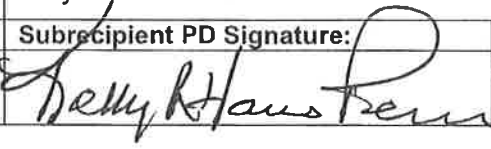


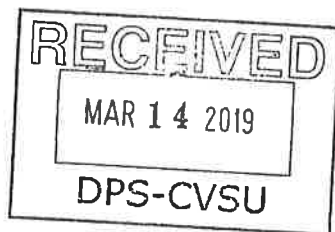
protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board approval, if appropriate.


15. **Website Statements:** Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

This hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the subaward application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Theresa Byrd		Kelly Hams-Pearson	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	03/12/19		03/12/19



Authorized Official Initials 

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of electronic monitoring equipment for use by the Department of Corrections, Office of Population Control, to BI Monitoring of Boulder, CO, under the terms and conditions of United States Communities Government Purchasing Alliance Master Agreement No. 201314300, an existing government contract.

RESOLUTION NO. 20161, May 20, 2019

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Department of Corrections, through its Office of Population Control, has a need for upgraded electronic monitoring equipment, including GPS monitoring and Transdermal Alcohol Devices (TAD), for use in the House Arrest program; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of this equipment to BI Monitoring of Boulder, CO, under an existing government contract of the United States Communities Government Alliance; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute

for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20161 of May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____


Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

5/15/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE

MAY 13 2019


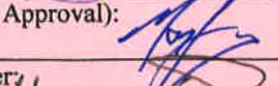


Completed by County Counselor's Office:

Res/Ord No.: 20161

Sponsor(s): Jeanie Lauer

Date: May 20, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Electronic Monitoring Equipment for the Office of Population Control, Department of Corrections, to BI Monitoring of Boulder, Colorado under the Term and Conditions of the U.S. Communities Government Purchasing Alliance Master Agreement No. 201314300, an existing government contract.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Population Control Estimated Use: \$120,000</p> <p>Prior Year Budget (if applicable): \$117,000 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Res. 18660, November 17, 2014</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Craig Reich, Senior Buyer, 881-3265</p>										
<p>REQUEST SUMMARY</p>	<p>The office of Population Control, Department of Corrections, requires a contract for Electronic Monitoring Equipment that monitors individuals that are on house arrest awaiting trial. The office of Population Control uses this equipment for the House Arrest Program which is administered by the County. With this contract, Population Control will be able to lease upgraded equipment to include GPS monitoring and the Transdermal Alcohol Device (TAD) as part of the House Arrest Program, as well as lease the traditional equipment at a reduced cost under this contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends a Twelve Month Term and Supply Contract for the furnishing of Electronic Monitoring Equipment for the Office of Population Control to BI Monitoring of Boulder, Colorado under the Term and Conditions of the U.S. Communities Government Purchasing Alliance Master Agreement No. 201314300, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the award be made under this contract due to the higher volume discounts offered to larger entities.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for Specific purchases is subject to annual appropriations.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals</p>										

	<input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Pertinent pages of U.S. Communities Government Purchasing Alliance Master Agreement No. 20134300.	
REVIEW	Department Director: 	Date: 5-10-2019
	Finance (Budget Approval): <i>If applicable</i> 	Date: 5/13/2019
	Division Manager: 	Date: 5/13/19
	County Counselor's Office: 	Date: 5/15/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of February 1st, 2019 , by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and B.I. Incorporated ("Supplier").

RECITALS

WHEREAS, City and County of Denver ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No.SAFTY-201844994-00 by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of Offender Monitoring Products, Services, and Solutions (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE


By _____

Name: Kevin Juhring

Title: President

Supplier:

B.I. Incorporated

By 

Name: Ruth Skerjanec

Title: VP of Financial Planning

**AMENDMENT NO. 1
TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – U.S. COMMUNITIES**

Agreement No. 110514VG1

This Amendment to the Electronic Monitoring Service Agreement – U.S. Communities ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and JACKSON COUNTY ("Agency") with its principal place of business at 1305 Locust, Rm 101, Kansas City, MO 64106

This Amendment by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

WHEREAS, Agency has registered with U.S. Communities Government Purchasing Alliance ("U.S. Communities") as a Participating Public Agency under the terms and conditions of the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, Agency entered into an Agreement with BI to procure products and services in accordance with the terms and conditions of the Master Agreement No. 201314300¹ by and between the City and County of Denver and BI ("Master Agreement"); and

WHEREAS, the Master Agreement is expiring on January 31, 2019, and the City and County of Denver and BI have entered into a replacement contract with U.S. Communities; and

WHEREAS, Agency and BI wish to incorporate the terms and conditions of the replacement contract into this Agreement.

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. **Terms and Conditions.** Except as specifically set forth herein, this Agreement is subject to the terms and conditions of the replacement Master Agreement which is hereby incorporated herein. Master Agreement No. 201314300 is hereby replaced in its entirety by Master Agreement No. 201844994 (Also referred to as SAFTY-201844994-00).
2. **Equipment and Services.** BI shall provide equipment and services as set forth in the Master Agreement - Exhibit A - Scope of Work, Technical Specifications and Warranty.
3. **Rates and Payment.** Agency shall pay the rates set forth in Schedule A which is attached hereto and hereby made a part of this Agreement. Payment shall be in accordance with the terms and conditions of the Master Agreement.
4. **Term.** The term of this Agreement shall be one year and shall automatically renew for additional one-year periods unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement.

¹ Also referred to as: SAFTY-201314300-00

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

BI INCORPORATED

JACKSON COUNTY

Signature

Signature

Ruth Skerjanec

Printed Name

Printed Name

VP, Financial Planning

Printed Title

Printed Title

Date

Date

SCHEDULE A

TO THE
 ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES
 Agreement No. 110514VG1 ("Agreement")
 between
 BI INCORPORATED ("BI")
 and
 JACKSON COUNTY ("Agency")

Pursuant to Master Agreement No. 201844994, the cost to Agency for the services rendered by BI shall be as follows:

Service – Standard Automated

SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.80	\$2.60	\$6.40
26 - 50	\$3.80	\$2.60	\$6.40
51 - 75	\$3.80	\$2.60	\$6.40
76 - 100	\$3.80	\$2.60	\$6.40
101 - 125	\$3.80	\$2.60	\$6.40
126 - 150	\$3.80	\$2.60	\$6.40
151 - 175	\$3.80	\$2.60	\$6.40
176 - 200	\$3.80	\$2.60	\$6.40
201 - 500	\$3.70	\$2.50	\$6.20
501+	\$3.55	\$2.35	\$5.90

ADDITIONAL SERVICES:

Thirty Percent (30%) SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive SL2 Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

Unlimited SL2 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL2 Units.

SL2 Telco Service Charge: Agency-owned SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total

inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

0 – 25 Purchased Units --- \$0.60 Telco Fee
26 – 50 Purchased Units --- \$0.55 Telco Fee
51 – 100 Purchased Units --- \$0.50 Telco Fee
101 - 200 Purchased Units --- \$0.45 Telco Fee
201 – 300 Purchased Units --- \$0.40 Telco Fee
300+ Purchased Units --- \$0.35 Telco Fee

Jackson County, Missouri

AFFIDAVIT

STATE OF Colorado)
) SS.
COUNTY OF Boulder)

Ruth Sterjanec of the City of Boulder
County of Boulder State of Colorado being duly sworn on her or his oath, deposes and says;

1. That I am the VP, Financial Planning (Title of Affiant) of BT, Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

BT, Inc. (Name of Bidder)
By Ruth Sterjanec (Signature of Affiant)
VP, Financial Planning (Title of Affiant)

Subscribed and sworn to before me this 22 day of January, 2019

Laura N. Dickinson
NOTARY PUBLIC in and for the County of Boulder (SEAL)

State of Colorado
My Commission Expires: August 21, 2022





COUNTY LEGISLATURE
JACKSON COUNTY, MISSOURI

OFFICE OF COMPLIANCE REVIEW

Tom Wyrch, Director
cro@JacksonGov.org
(816)881-3302
(816)881-1223 Fax

Jackson County Courthouse
415 E. 12th Street, 2nd Floor
Kansas City, Missouri 64106
www.JacksonGov.org

BI Incorporated
6265 Gunbarrel Ave, Suite B
Boulder, CO 80301

Enclosed is your certificate of compliance certifying that you have met the program submission requirement of this office that was established according to Chapter 6, Jackson County. This certificate is valid from January 1, to December 31, 2019.

In order to maintain compliance status you must send a copy of your Affirmative Action Program within 7 days.

Your submission is as follows:

Report Due: December 31, 2019

When you bid on future contracts, you must submit a copy of your Certificate of Compliance with each bid.

"Thank you for your cooperation, I look forward to a good working relationship with BI Incorporated in implementing your Affirmative Action Program. Please do not hesitate to call me at 816-881-3302 if you have any questions."

Certificate Issued: January 1, 2019



COMPLIANCE REVIEW OFFICER
JACKSON COUNTY, MISSOURI

Enclosure: Certificate / CRO Form

Harry S. Truman Presiding Judge 1927 - 1934

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement with Husch Blackwell, LLP, of Kansas City, Missouri, at a cost to the County not exceed \$120,000.00 for services to be performed in 2019.

RESOLUTION NO. 20162, May 20, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the County Counselor recommends that he be authorized to execute a Legal Services Agreement with Husch Blackwell, LLP, of Kansas City, Missouri, to provide legal representation to the County in certain state court litigation involving the Rock Island Rail Corridor, at a cost to the County in 2019 not to exceed \$120,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Legal Services Agreement with Husch Blackwell, LLP, for a term ending December 31, 2019, at a cost to the County in 2019 not exceed \$120,000.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20162 of May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1101 56020
ACCOUNT TITLE: General Fund
County Counselors
Legal Services
NOT TO EXCEED: \$120,000.00

5/15/19

Date



Chief Administrative Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with four twelve-month options to extend for the furnishing of ATM machines at the Kansas City Courthouse and the Eastern Jackson County Courthouse to Universal Money Centers, Inc., of Lenexa, KS, under the terms and conditions of Requests for Proposal No. 5-19, at no cost to the County.

RESOLUTION NO. 20163, May 20, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Director of Finance and Purchasing requested formal written proposals on Request for Proposals No. 5-19 for the furnishing of ATM machines at the Kansas City Courthouse and the Eastern Jackson County Courthouse; and,

WHEREAS, a total of fourteen notifications were distributed and three responses were received, one of which was rejected as non-responsive, with the remaining responses evaluated as follows:

<u>VENDOR</u>	<u>TRANSACTION FEE CHARGED TO USER</u>	<u>TRANSACTION FEE PAID TO COUNTY</u>
Universal Money Centers, Inc. Mission, KS	\$3.00	\$0.50
Prineta USA Overland Park, KS	\$3.99	\$0.50

and,

WHEREAS, the Director of Finance and Purchasing recommends award to Universal Money Centers, Inc., for the reason that it has submitted the overall best proposal, now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute an agreement with Universal Money Centers of Mission, KS, in a form to be approved by the County Counselor, and any and all other documents necessary to the accomplishment of the award.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20163 of May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION
~~EXECUTIVE~~

MAY 07 2019

Completed by County Counselor's Office:

Res/Ord No.: 20163

Sponsor(s): Crystal Williams

Date: May 20, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Twelve Month Term and Supply Contract with Four Twelve Month Options to Extend for the furnishing of Two ATMs for use by Various County Departments to Universal Money Centers, Inc. of Lenexa, KS under the terms and conditions of Request for Proposal 5-19.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) – Vendor Pays County <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 18213 (July 22, 2013)</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): <u>Katie Bartle, Senior Buyer, 816-881-3465</u></p>										
<p>REQUEST SUMMARY</p>	<p>The County requires a Term and Supply contract to provide Two ATM Machines. The ATM Machines are to be used by the public. The Purchasing Department issued Request for Proposal 5-19 in response to this need.</p> <p>Fourteen notifications were distributed, and three responses were received. One response was rejected due to non-responsiveness to the proposal requirements. The remaining two responses were evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Respondent</th> <th>Transaction Fee Charged to User</th> <th>Transaction Fee Paid to the County</th> </tr> </thead> <tbody> <tr> <td>Universal Money Centers, Inc Lenexa, KS</td> <td>\$3.00</td> <td>\$0.50</td> </tr> <tr> <td>Prineta USA Overland Park, KS</td> <td>\$3.99</td> <td>\$0.50</td> </tr> </tbody> </table> <p>Pursuant to 1054.6 of the Jackson County Code, the Purchasing Department recommends the award of a Twelve Month Term and Supply Contract with Four Twelve Month Options to Extend for use by Various County Departments to Universal Money, Inc. of Lenexa, KS under the terms and conditions of Request for Proposal 5-19.</p>	Respondent	Transaction Fee Charged to User	Transaction Fee Paid to the County	Universal Money Centers, Inc Lenexa, KS	\$3.00	\$0.50	Prineta USA Overland Park, KS	\$3.99	\$0.50	
Respondent	Transaction Fee Charged to User	Transaction Fee Paid to the County									
Universal Money Centers, Inc Lenexa, KS	\$3.00	\$0.50									
Prineta USA Overland Park, KS	\$3.99	\$0.50									
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals</p>										
<p>ATTACHMENTS</p>	<p>Recommendation Memo from Collections, Evaluation Matrix, Service Agreement</p>										

REVIEW	Department Director: <i>[Signature]</i>	Date: 5-6-2019
	Finance (Budget Approval): <i>If applicable</i> <i>M. Rasmussen</i>	Date: 5/7/19
	Division Manager: <i>[Signature]</i>	Date: 5/7/19
	County Counselor's Office: <i>Beyon Cainaly</i>	Date: 5/15/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY
Collection Department – Kansas City

415 East 12th Street, Suite 100
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3232
Fax: (816) 881-3142

M E M O R A N D U M

To: Katie Bartle, Senior Buyer

From: Karey Schulze, Office Administrator

Date: March 22, 2019

Subject: Recommendation for ATM – Bid 5-19 Term and Supply Contract

I have reviewed the information provided on the above referenced bid. I recommend Universal Money.

In evaluating the submitted proposals, I find that Universal Money has the highest evaluation score, lowest transaction cost to end users & meets all of our requirements. This company has had our contract in prior years.

I therefore recommend Universal Money. There is no charge to the County for this contract.

Thank you for your time and attention.



**UNIVERSAL
MONEY**

ATM PLACEMENT AGREEMENT

The **AGREEMENT** ("Agreement") is made by and between

Universal Money Centers,
herein "**UMC**",
a Missouri corporation located at
15301 W. 87th St. Parkway, Suite 215,
Lenexa, Kansas 66219.

Contact: Danielle Skinner
913-244-3249
dskinner@universalmoney.com

and

Jackson County, Missouri
herein "**Merchant**",
located at
415 E. 12th Street, Room G-1,
Kansas City, MO 64106.

Contact: Katie Bartle
816-881-3465
kmbartle@jacksongov.org

collectively referred to herein as the "**Parties**".

WHEREAS, Merchant is desirous of providing automated teller machine ("ATM") services to its patrons, customers, and employees at certain retail locations owned, controlled, or managed by Merchant within the continental U.S. (each hereinafter referred to as "Location"); and

WHEREAS, Merchant is desirous of expanding from time to time in the future to new Locations within the continental U.S.; and

WHEREAS, Merchant wishes to engage UMC to be its exclusive provider of certain ATM services to the Merchant.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the Parties agree as follows:

1. TERM

The Effective Date of this Agreement will be the date signed by an officer of UMC. The term of this agreement shall be for a period of twelve (12) months (the "Initial Term") commencing on the Effective Date hereof and **with four consecutive twelve (12) month terms as an option.**

2. SUBJECT

Subject to the terms and conditions herein, UMC shall install and maintain an ATM at each Location listed in **Exhibit A** attached hereto. It is expressly agreed by and between the Parties that **Exhibit A** may be modified and amended from time to time as provided in Paragraph 6 and Paragraph 8 herein, and UMC shall physically secure the ATMs at each Site according to the ATM manufacturer's provisions and recommendations.

3. SITE

(a) Merchant agrees to provide sufficient space for normal operation, maintenance, and servicing of each ATM at a high traffic, high visibility site within each Location mutually agreed upon by both Parties ("Site").

(b) The Merchant, at its expense, shall pre-wire dedicated electrical for the purpose of placing an ATM and shall be responsible for maintaining all electrical wiring services. The Merchant shall provide a dedicated 110-volt line for the ATM within a reasonable safe distance of the ATM's location.

(c) UMC may provide electrical or telephone wiring for a fee to be quoted on a case by case basis.

(d) Merchant will allow access to any party contracted by UMC to perform services to prepare for the ATM installation, during normal business hours. UMC shall, where possible, inform Merchant in advance of any scheduled service. Should Merchant turn away any such party, for any reason, Merchant will be responsible for the cost incurred by UMC to reschedule such service.

4. EQUIPMENT

UMC shall obtain and place a UMC certified ATM, compliant with the 2010 ADA standards made effective March 15, 2011, at each location listed in **Exhibit A**.

5. EXCLUSIVITY

During the term of this agreement, UMC shall be the sole and exclusive provider of the services identified herein, and Merchant shall not obtain any such service or any service substantially similar thereto, from any party other than UMC.

6. ATM INSTALLATION

UMC may install the ATM(s) within the contracted location(s) as soon as practicable after the signing of the contract.

7. MAINTENANCE AND SERVICE

(a) UMC or its designated agents or subcontractors shall provide first and second line maintenance to the ATM within the contracted location, including but not limited to, internal cleaning, maintenance, repair, parts and labor, and shall make its best reasonable effort to keep the ATM in proper operating order at all times.

(b) UMC or its designated agents or subcontractor shall have the right to enter the premise in which a UMC ATM is located during normal business hours to perform any maintenance and repairs.

(c) The Merchant shall supply custodial service, including the cleaning of the exterior of the ATM on a schedule normally available for like space within the site. The merchant shall maintain the space surrounding the ATM in a safe, neat and orderly condition and shall take due care and caution so as to prevent the Merchant's employees, representatives, and customers from damaging the ATM.

8. TERMINATION

UMC may terminate any site location, listed in Exhibit A, immediately in the event fewer than fifty (50) withdrawals have occurred per month in any two consecutive calendar months during any term of the agreement.



**UNIVERSAL
MONEY**

ATM PLACEMENT AGREEMENT

9. REMOVAL AND RELOCATION OF ATMS

(a) If UMC is required to permanently or temporarily remove or relocate an ATM because of the actions taken by the Merchant, including, without limitation, closing or remodeling the site in which the ATM is located, UMC may elect to charge the Merchant the cost of de-installing the affected ATM. If the de-installation is due to remodeling or similar action by the Merchant, UMC, in its sole discretion, may elect to reinstall the ATM in the affect site within a reasonable timeframe. In that event, UMC may elect to charge the Merchant for the cost of reinstalling the ATM.

(b) The Merchant is requested to give UMC advanced notice prior to the date the ATM is required to be relocated or removed. The Merchant and UMC shall coordinate to find a mutually agreeable date and time for this service request.

(c) If the Merchant requires UMC to remove or relocate the ATM repeatedly without giving advanced notice, UMC may elect to charge the Merchant a late notification fee. This fee shall be in addition to any charges UMC may elect to pass along to the Merchant for the removal or relocation of the ATM.

(d) In the event of a permanent ATM removal, UMC shall retain the right to terminate or renegotiate the terms of the agreement for the surviving sites.

10. FEES DUE MERCHANT

(a) For each debit card surcharged withdrawal transaction completed at the ATM(s), UMC agrees to pay according to **Exhibit B** ("Credits").

(b) The Parties hereby acknowledge that wherever Federal, State, and Local jurisdiction permit, and when relevant network processing rules allow, terminal owner fees may be charged to cardholders completing debit card cash withdrawals at Merchant's ATM Location(s) ("Surcharge"). The Parties hereby acknowledge that UMC will Surcharge a fee.

(c) UMC will pay Credits to Merchant via check for transaction fees on the third Thursday of every month according to **Exhibit B**. However, if the total dollar amount due the Merchant is less than \$25.00, no payment will be issued until the accumulative amount due reaches this threshold amount.

(d) Credits may be increased or decreased by UMC upon at least 45 days prior written notice to Merchant, provided such increase or decrease is directly related to a corresponding cost incurred by UMC in providing such service.

11. VAULT CASH

UMC, or its designated agent, contractor, or Financial Institution, shall be responsible for providing and replenishing cash for withdrawal in the ATMs, defined as "Vault Cash". UMC agrees to maintain sufficient amounts of Vault Cash within the ATMs to meet the expected needs of the customer. Merchant agrees that all Vault Cash is owned solely by UMC, or its designated agent, contractor, or Financial Institution until dispensed from the ATMs by a successful withdrawal to customers of the ATMs. In no event, including without limitation, any event or events of default under this ATM Placement Agreement, shall the Merchant or any of their creditors, lien, pledge, encumber or otherwise create a security interest in the Vault Cash, ownership of which at all times shall remain vested in UMC, or its designated agent, contractor or Financial Institution.

12. CONFIDENTIALITY

UMC and Merchant intend to disclose information to each other, which may include confidential information for the purpose of providing the Merchant said services. "Confidential information" means any information or data disclosed by a party to the other party and can be defined as (a) in tangible form or other media that can be converted to readable form. Or, (b) if oral or visual and is identified as proprietary, confidential, or private information. In addition, all data transmitted by UMC to Merchant, shall be deemed "confidential information"

13. TRADE SECRETS

The UMC System consists of certain computer systems, computer programs, procedures, concepts, reports, forms, and other related information and

materials which UMC holds confidential and has expended great amounts of research, development, time, effort, and money. Merchant acknowledges the foregoing as **UMC TRADE SECRETS** representing great value to UMC and any disclosure by Merchant of such **UMC TRADE SECRETS** will result in significant loss and irreparable damage to UMC. Merchant hereby agrees not to disclose **UMC TRADE SECRETS** except as may be required by proper performance of this Agreement and/or as required by the Missouri Open Records Act. Upon termination of this Agreement, Merchant agrees to return to UMC any and all materials regarded as **UMC TRADE SECRETS**.

14. ADVERTISING SIGNAGE

Unless otherwise instructed by UMC, Merchant shall display in mutually agreeable areas upon or near each ATM the UMC logo, the bold letters A-T-M, and the respective logos of all major debit or credit card networks which have access to use such ATMs. Should a financial institution provide vault cash, its identification may also be prominently displayed on or about the ATM. UMC shall have the right to approve all signage before being displayed, such approval not to be unreasonably withheld.

15. SERVICE MARK

UMC hereby grants Merchant a limited, nonexclusive license to use the *Universal Money* service mark during the term of this Agreement. Merchant acknowledges the *Universal Money* service mark is proprietary property of UMC and that the manner and quality of its presentation has great impact on UMC. Merchant agrees that each use of the *Universal Money* service mark must be pre-approved by UMC, and that UMC at its sole discretion may deny any or all use. This limited, nonexclusive license to use the *Universal Money* service mark shall automatically terminate upon termination of this Agreement.

16. PERFORMANCE OF UMC'S DUTIES

Merchant acknowledges that UMC may subcontract or delegate certain of its duties hereunder to third Parties. UMC shall use due care and good business judgment in selecting such third Parties and in any and all events shall remain primarily liable and responsible to Merchant for the performances of its duties hereunder.

17. SEVERABILITY

The Parties agree that if any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, then such a determination shall not affect any other provision of this Agreement and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. If any provision is capable of two constructions, one of which would render it void and the other of which would render it valid, then the provision shall have the meaning which renders it valid.

18. ASSIGNMENT

This agreement is binding on the Parties and their respective successors and assigns. In the event the of Merchant selling or leasing it's business at the location(s) listed in Exhibit A, the Merchant must assign this Agreement to the new owner or Lessee. In this event, the Merchant must inform UMC of such, prior to the completion of the sale or lease. UMC will then forward the necessary paperwork to transfer the agreement to the new owner or lessee.

19. NOTICE

Any notice required herein shall be in writing and by United States certified mail, postage prepaid, to UMC:

Universal Money Centers, Inc.,
Attn: Account Manager
15301 W 87th St. Parkway, Ste 215
Lenexa, Kansas 66219

Jackson County, Missouri
Attn: Katie Bartle
415 E 12th Street, Room G-1
Kansas City, MO 64106

Initial _____



**UNIVERSAL
MONEY**

ATM PLACEMENT AGREEMENT

20. RELATIONSHIP OF THE PARTIES

It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create, nor shall the same be construed as creating, any type of partnership relation or joint venture.

21. WAIVER OF TRIAL BY JURY; COUNTERCLAIMS

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF MERCHANT AND UMC, OR UMC'S USE AND OCCUPANCY OF THE

ATM. IF MERCHANT COMMENCES ANY PROCEEDING AGAINST UMC FOR NON-PAYMENT OF ANY RENT PAYABLE HEREUNDER, THEN UMC WILL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN SUCH PROCEEDING; PROVIDED, HOWEVER, THE TERMS OF THIS SENTENCE SHALL NOT PRECLUDE UMC FROM ASSERTING ANY SUCH COUNTERCLAIMS IN A SEPARATE ACTION BROUGHT BY UMC.

22. MISCELLANEOUS

This Agreement is the entire Agreement between the Parties and supersedes any written or oral negotiations or understandings and any such negotiations or understandings are merged herein. Any modification or amendment of this Agreement must be in writing as an amendment signed by both parties.

This Agreement and any such modifications or amendments shall not be effective until signed by an officer, majority owner, or other authorized signatory of Participant and an officer of UMC. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands by their authorized representatives on the date and year written below.

JACKSON COUNTY, MISSOURI

UNIVERSAL MONEY CENTERS, INC.

Signature: _____

Signature: _____

Name: _____

Name: Pamela A. Glenn

Title: _____

Title: President

Date: _____

Date: _____

***** End of Page *****



ATM PLACEMENT AGREEMENT

EXHIBIT A

List of Locations

Location Name	Address	City	State	Zip
Jackson County Downtown Courthouse	415 E. 12 th Street #104	Kansas City	MO	64106
Historic Truman Courthouse	112 W. Lexington #114	Independence	MO	64050

JACKSON COUNTY, MISSOURI

UNIVERSAL MONEY CENTERS, INC.

Signature: _____

Signature: _____

Name: _____

Name: Pamela A. Glenn

Title: _____

Title: President

Date: _____

Date: _____

***** End of Page *****



**UNIVERSAL
MONEY**

ATM PLACEMENT AGREEMENT

EXHIBIT B

Payment Schedule

All Surcharge Transactions
UMC agrees to pay Merchant \$0.50 per Surcharged Withdrawal if 100 withdrawals are reached monthly.

Note: Based on a minimum surcharge of \$3.00 per withdrawal

JACKSON COUNTY, MISSOURI

UNIVERSAL MONEY CENTERS, INC.

Signature: _____

Signature: _____

Name: _____

Name: Pamela A. Glenn

Title: _____

Title: President

Date: _____

Date: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council, at no cost to the County.

RESOLUTION NO. 20164, May 20, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, Jackson County, together with Cass, Clay, Platte, and Ray Counties, have cooperatively formed a local emergency planning committee (LEPC) under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986; and,

WHEREAS, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (Sections 292.600 to 292.625, RSMo); and,

WHEREAS, these funds are paid by the State directly to LEPC, to be used for programs which support the LEPC's hazardous materials planning and training and related activities; and,

WHEREAS, each of the five counties, as a member of the LEPC, has entered into an agreement with the Mid-America Regional Council (MARC) approving the scope of work by MARC and the LEPC on its behalf; and,

WHEREAS, MARC is a public not-for-profit organization, formed in 1972 by area cities

and counties, including the counties that have formed the LEPC, to address issues and problems of mutual concern; and,

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants; and,

WHEREAS, the attached Agreement for Services adequately sets out the rights and obligations of LEPC and MARC in this regard; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council be and hereby is approved; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the Agreement between Mid-America Local Emergency Planning Committee and the Mid-America Regional Council.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20164 of May 20, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

AGREEMENT FOR SERVICES

by and between

JACKSON COUNTY,

the

MID-AMERICA LOCAL EMERGENCY PLANNING COMMITTEE

and the

MID-AMERICA REGIONAL COUNCIL

This Agreement, entered this 1st day of July, 2019, by and between Jackson County, the Mid-America Local Emergency Planning Committee, hereinafter referred to as the "LEPC" and the Mid-America Regional Council, hereinafter referred to as "MARC" for professional services.

WHEREAS, the following counties have cooperatively formed a local emergency planning committee under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986:

The County of Cass, Missouri;

The County of Clay, Missouri;

The County of Jackson, Missouri;

The County of Platte, Missouri; and

The County of Ray, Missouri

WHEREAS, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (RsMO Sections 292.600 to 292.625); and

WHEREAS, these funds are to be used for programs which support the LEPC's hazardous materials planning, training and related activities; and

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grant;

NOW THEREFORE, the parties to this Agreement agree as follows:

ARTICLE I

SCOPE OF SERVICES

MARC hereby agrees to fulfill the following scope of work in accordance with proposals submitted to the Missouri Emergency Response Commission and other state agencies with the oversight and assistance of the LEPC:

- A. Coordination and scheduling of monthly meetings and necessary subcommittee meetings, usually at the MARC offices, to discuss the LEPC's operation, activities, projects and issues which may affect the LEPC.
- B. Development and distribution of agendas for and summaries of the above meetings.
- C. Development and maintenance of a regional hazardous materials plan and assistance with the development of county hazardous materials plans or hazardous materials annexes to county emergency operations plans.
- D. Development of exercises to evaluate regional and local hazardous materials response capabilities.
- E. Sponsorship of hazardous materials and other training courses and coordination of hazardous materials training with the Missouri Emergency Response Commission, Missouri State Emergency Management Agency, Department of Public Safety, University of Missouri, and other entities offering hazardous materials training.
- F. Collection of Tier II forms and related information from facilities in each member county required to complete and submit these items and development of a database of chemical inventory and emergency contact information for these facilities.
- G. Operation and maintenance of an LEPC website.
- H. Development and management of a public education and awareness program.
- I. Completion of all reports and documentation necessary for the administration and operation of the LEPC.
- J. Coordination and integration of LEPC activities with those of other MARC emergency services committees and metropolitan area emergency services organizations.
- K. Other activities that are mutually agreed upon by the LEPC and MARC.

ARTICLE II

TIME OF PERFORMANCE

MARC shall provide the services described in Article I for the period commencing July 1, 2019 through June 30, 2020. The time and services of this Agreement may be extended or amended by Addendum hereto, containing the signatories of the parties and an identification of the extension period including any other amendments to the original Agreement.

ARTICLE III

CONSIDERATION

In consideration of the services provided by MARC and described in Article I, Jackson County and the LEPC authorize MARC to administer the FY 2019-2020 grant of approximately \$60,500.00 and any carryover funds from previous years as well as, any additional funds that may be competitively awarded from the Hazardous Materials Emergency Preparedness (HMEP) fund required to carry out the scope of work specified in this Agreement and as listed in Attachment 1, FY 2019-2020 LEPC Budget. It is the parties' understanding that the State of Missouri will provide the LEPC with approximately \$60,500.00 from the state's CEPF to be used as resources for the operation of the LEPC and its programs and activities, consistent with the terms and conditions placed on the counties by the Missouri Emergency Response Commission and as directed by the LEPC at their regular meetings. Any additional HMEP funds to be awarded to the Mid-America LEPC to support training activities will also be used according to the terms of this agreement. MARC agrees to provide detailed records of revenues and expenses associated with the performance of this Agreement. All expenditures will be consistent with CEPF and HMEP budgets approved by the LEPC.

ARTICLE IV

TERMINATION OR SUSPENSION OF AGREEMENT

This Agreement will terminate on June 30, 2020 unless extended by Addendum hereto as provided in Article II. However, if for any justifiable reason any party wishes to terminate this Agreement prior to the completion of the time of performance, this may be done by serving thirty (30) days notice upon the other parties. Payment for services shall be pro rata to the term of the Agreement and to the work effort completed.

ARTICLE V

EQUAL EMPLOYMENT OPPORTUNITY

Jackson County, the LEPC and MARC attest that they do not now, nor shall they discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment, due to race, color, religion, sex, age, handicap, or national origin.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of July 2019.

Approved by Jackson County, Missouri

County Executive, Jackson County

Date

Approved by the Mid-America Local Emergency Planning Committee

Mid-America LEPC Chair

Date

Approved by the Mid-America Regional Council



Executive Director

4/24/19

Date

Proposed Budget 2019 for Mid-America LEPC

The budget should reflect all expenses **planned** for the coming year.

Budget Year Start Date	Budget Year End Date June 30, 2020
Beginning Balance	\$0.00
Estimated Income	
CEPF (This is only an estimation)	60,500
Other (i.e., interest, donations)	
Total Estimated Funds Available	60,500

Expense Category	Cost share amount	LEPC expense
Administrative		Total \$46,000
Contract Labor (NO full-time employees) *Attach copy of contract	Note: Admin/Contractual amount includes printing, phone, office supplies	\$45,600
Postage		50
Printing		
Phone/Fax/Internet		
Office Supplies and Equipment		
Computer/Electronic Equipment		
Public Notice		350
LEPC meetings (publications, meals)		
Other		
Projects		Total \$0.00
Hazmat Plan Distribution		
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		
Other		
Training & Exercise		Total \$14,500
Course and Instructor Fees	Masters of Gas Detection/\$8K; and MC306/406 Tanker Training/\$2,700	10,700
Materials and Supplies		
Equipment (See Appendix D)		
Other	June IAFC Conference (2 attendees)	3,800
Travel		Total \$0.00
Mileage, Meals, Registration and Lodging		
Other		Total \$0.00
(Specify)		
Total Estimated Expenses		\$60,500
End Balance (Unallocated Funds)		0.00

Clyde Harris

March 14, 2019

LEPC Chair Signature

Date

Cover sheet official signature page for 2019 application

Submittal Date: May 15, 2019

LEPC/D Name:	
County Name(s):	MO: Cass, Clay, Jackson, Platte, Ray; KS: Leavenworth, Johnson, Wyandotte
CEPF Certification Year:	2019
Primary Contact Name:	Rob Cole
Primary Phone Number:	816-701-8293

Statement of certification that the application is true and correct to the best of our knowledge, that the county and LEPC/D intends to maintain/pursue compliance with applicable regulations, and agree to spend the CEPF money consistent with applicable laws.

Clyde Hicks



LEPC Chair Name (Typed)

LEPC Chair Signature

COUNTY	PRESIDING COMMISSIONER NAME	SIGNATURE
Cass County	Bob Huston	
Clay County	Jerry Nolte	
Jackson County	Frank White, Jr.	
Platte County	Ron Schieber	
Ray County	Bob King	

The LEPC Presiding Commissioner must sign and for LEPC's, the Presiding Commissioner of each county must sign

Are any funds from this Packet being used as a match for any federal Grant? Yes No

If yes please name the Grant _____

Payments will be sent from Missouri Emergency Response Commission to the County Government [RSMO Sec 292.604.1(b)]. Your LEPC will receive a concurrent letter advising them of the amount.

MERC Use Only

Payment Request Date:		Payment for Years:	
Payment Date:		Payment Amount:	
Check/Transaction Number:			
Signature MERC Executive Director		Date	

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20164

Sponsor(s): Charlie Franklin

Date: May 20, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute an Agreement for Services with the Local Emergency Planning Committee (LEPC) and Mid America Regional Council (MARC) at no cost to the County.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT		TO ACCT
Amount authorized by this legislation this fiscal year:	\$												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT												
	TO ACCT												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):: Res. #18557, 6/30/14; Res. #18862, 6/22/15 Res #19497, 6/5/17</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Mike Curry, Director of Emergency Preparedness, (816) 304-4624</p>												
<p>REQUEST SUMMARY</p>	<p>Jackson County, with Cass, Clay, Platte and Ray counties, has formed a Local Emergency Planning Committee (LEPC) under the provision of the Local Emergency Planning Committee (LEPC) Right-to-know Act of 1986. Each county receives grants from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (RSMo 292.600 to 292.625) to be used for programs which support the LEPC's Hazardous Materials planning, training and related activities.</p> <p>As a member of the LEPC, the County has entered into an agreement with Mid America Regional Council (MARC) to provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants. The attached Agreement for Services with MARC and the Mid America LEPC adequately sets out the rights and obligations of LEPC and MARC.</p> <p>This resolution seeks authorization for the County Executive to execute this Agreement for Services with the Mid America Local Emergency Planning Committee (LEPC) and the Mid America Regional Council (MARC) at no cost to the County.</p>												

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Agreement, Compliance Certification form, membership roster	
REVIEW	Department Director: Mike Curry <i>Mike Curry</i>	Date: 5-6-19
	Finance (Budget Approval): If applicable	Date:
	Division Manager: <i>Debra Tate</i>	Date: 5-11-19
	County Counselor's Office: <i>Brynn Canady</i>	Date: 5/15/2019

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
www.marc.org



April 3, 2019

EXECUTIVE OFFICE

Mr. Frank White
Jackson County Executive
415 E. 12th Street, 2nd Floor
Kansas City, MO 64106

APR 08 2019

Dear Mr. White,

Each year the Mid-America Local Emergency Planning Committee (LEPC) applies to the Missouri Emergency Response Commission (MERC) for funding to support the operation of the LEPC. As part of the application package, all agreements with participating counties must be updated and County Commissioners must sign the application form.

Please sign both copies of the enclosed agreements, compliance certification forms, and membership rosters and return to MARC by May 1, 2019. Address these documents to the Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105, Attention: Mr. John Davis. We will forward you an original once all of the signatures are obtained. The LEPC Chair will sign off on final applications submitted to the state.

LEPC funding in Missouri is from the State's Chemical Emergency Preparedness Fund (CEPF) grant. The Mid-America LEPC is eligible to receive an estimated \$60,500 in CEPF funds. Jackson County's portion of this allocation is approximately \$30,690 which is financed by fees from facilities using, storing or producing hazardous materials above certain thresholds. Historically, there are approximately 611 facilities in Jackson County that file required chemical reports and paid fees. Payment will be sent from the Missouri Emergency Response Commission to your county. Please forward this upon receipt and payable to the Mid-America LEPC, c/o MARC.

In closing, please do not hesitate to contact me if you have questions by phoning 816-701-8390 or by emailing elynych@marc.org. Thank you very much for your assistance with this application. We appreciate your support of the Mid-America LEPC and look forward to working with your jurisdictions and emergency services agencies. For more information, please visit the LEPC website: <http://www.marc.org/Emergency-Services-9-1-1/LEPC>

Sincerely,

A handwritten signature in black ink, appearing to read "Erin E.S. Lynch".

Erin E.S. Lynch
Emergency Services & Homeland Security Director

cc: Mr. Mike Curry
Ms. Sarah Matthes

Enclosures: Agreement for services with MARC and the Mid-America LEPC
Certifications
Budget
Membership List

Chair
Rob Roberts
Commissioner
Miami County,
Kansas

1st Vice Chair
Jimmy Odom
Commissioner
Cass County,
Missouri

2nd Vice Chair
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/
Kansas City, Kansas

Treasurer
Eileen Weir
Mayor
Independence,
Missouri

Secretary
Carson Ross
Mayor
Blue Springs,
Missouri

Executive Director
David A. Warm

Mid-America Local Emergency Planning Committee Membership List

Name	Title	Employer	State	Phone	E-Mail	Category	1=primary 2=alternate
Hicks, Clyde CHAIR	Emergency Management Coordinator	Honeywell Corporation	MO	816-488-2262	chicks1@hccp.com	INDUSTRY	1
Knudsen, Peter C. VICE	Battalion Chief	City of Kansas City, MO - Fire Department	MO	816-784-2024	peter.knudsen@kcmo.org	FIREFIGHTING	1
Zeeb, James 2nd VICE	Training Chief	Unified Government of WyCo/KCK - Fire Department	KS	913-573-5923	zeeb@kckfd.org	FIREFIGHTING	1
Christman, Dirk	Chief, Emergency Response Division	Kansas Office of the State Fire Marshal	KS	785-296-4239	dirk.christman@ks.gov	STATE	1
Chandler, Sybil	Environmental Health and Safety Manager	National Nuclear Security Administration	MO	816-488-3417	sybil.chandler@nnsa.doe.gov	COMMUNITY	1
Crane, Justin	Director, Emergency Management	Cass County - Emergency Management	MO	913-485-6174	emergency.management@cassmohsheriff.org	EMERGENCY MGMT	1
Connelly, James F.	Emergency Manager	City of Kansas City, MO - Emergency Management	MO	816-513-8601	james.connelly@kcmo.org	EMERGENCY MGMT	1
Sherwood, Mark	Emergency Management Director	City of Oak Grove - Sni Valley Emergency Management	MO	816-690-2677	emagaha@leavenworthcounty.org	EMERGENCY MGMT	1
Burns, Kyle	Emergency Management Coordinator	City of Overland Park - Emergency Management	KS	913-888-8517	ecos@everestkc.net	ENVIRONMENTAL GROUP	1
Gurin, Harry	Police Chief	City of Peculiar - Police Department	KS	913-551-7221	ferguson.doug@epa.gov	FEDERAL	1
Bazzano, Jon	Specialist, Emergency Management	U.S. Environmental Protection Agency Region 7	KS	913-551-7221	rodney.lockett@hq.dhs.gov	FEDERAL	1
Robeson, Dan	Emergency Management Director	U.S. Department of Homeland Security CFATS	MO	202-841-2065	christopher.alto@nasa.gov	FEDERAL	1
Magaha, Chuck	Director, Emergency Management	National Weather Service	MO	816-540-6125	csaifei@cfdpd.org	FIREFIGHTING	1
May, Matt	Director of Emergency Management	Central Jackson County Fire Protection District	MO	816-229-2522	Laustin@grandview.org	FIREFIGHTING	1
Giesse, Elaine	Environmental Educator	City of Independence - Fire Dept.	MO	816-316-4961	dshort@indcpmo.org	FIREFIGHTING	1
Ferguson, Doug	On-Scene Coordinator	City of Leawood - Fire Department	KS	913-266-0601	davew@leawood.org	FIREFIGHTING	1
Lockett, Rodney	Region 7 Coordinator	City of Lee's Summit - Fire Department	MO	816-969-1304	dan.manley@cityoffis.net	FIREFIGHTING	1
Giro, Christopher	Meteorologist	City of Liberty - Fire Department	MO	816-439-4312	msnyder@libertymo.gov	FIREFIGHTING	1
Saffell, Eddie	Assistant Fire Chief	City of North Kansas City - Fire Department	MO	816-274-6025	dharjis@nkc.org	FIREFIGHTING	1
Austin, Lewis	Fire Marshal	City of Olathe - Fire Department	KS	913-971-7911	trichards@olatheks.org	FIREFIGHTING	1
Williams, H. David	Assistant Chief - Special Operations	City of Overland Park - Fire Training Center	KS	913-995-8400	greg.moenert@bayer.com	INDUSTRY	1
Manley, Dan	Fire Chief	City of Independence - Department of Public Safety	MO	816-651-1291	greg.moenert@bayer.com	INDUSTRY	1
Snider, P. Michael	Fire Chief	City of Riverside - Fire Department	MO	816-718-0987	janarr@versidemo.com	FIREFIGHTING	1
Hargis, Dave	Assistant Chief of Training	City of Riverside - Fire Department	MO	816-718-0987	jetaylor@versidemo.com	FIREFIGHTING	1
Richards, Tim	Assistant Chief - Special Operations	Johnson County, KS - Fire District #1	KS	913-888-6066	scott.casey@jocofd.org	FIREFIGHTING	1
Wilson, Gary	Training Chief	Kearney Fire & Rescue Protection District	KS	816-572-3479	mdesautels@kearneyfire.org	FIREFIGHTING	1
Sharr, Jason	Ast.Chief/Dir Emergency Manager	Leavenworth Fire Department	KS	913-682-3346	gbrich@firstcity.org	FIREFIGHTING	1
Taylor, Jeff E.	Assistant Chief of Operations	South Metro Fire Protection District	MO	816-331-3008	norman@southmetrofire.org	FIREFIGHTING	1
Casey, Scott	Deputy Chief	Southern Platte Fire Protection District	MO	816-741-2900	rcarrizo@spfd.com	FIREFIGHTING	1
Desautels, Michael	Fire Chief	Unified Government of WyCo/KCK - Public Health	KS	913-573-8865	dwebb@wycockc.org	HEALTH	1
Birch, Gary W.	Assistant Chief of Training	Liberty Hospital	MO	816-792-7248	carolyn.wells@libertyhospital.org	HOSPITAL	1
Norman, Robert	Public Health Emergency Preparedness Planner	Kansas Metro Health Care Coalition	KS	913-945-8079	kmetrohcc@gmail.com	HCC	1
Carrizo, Richard	Regional Hospital Emergency Preparedness Coordinator	Veterans Administration Medical Center	KS	816-701-3213	zachary.bradley@va.gov	HOSPITAL	1
Webb, C. L.	Emergency Manager	HSE Site Services	MO	816-776-2256	tomd@arnettepolymers.com	INDUSTRY	1
Wells, Carolyn	Corporate Compliance Manager	Bayer CropScience	MO	816-305-5062	greg.moerert@bayer.com	INDUSTRY	1
Hoeger, Steven M.	Operations Manager K.C.	Brenntag MidSouth	MO	816-483-9996	bbridgeman@brenntag.com	INDUSTRY	1
Bradley, Zach	Plant Manager	City of Kansas City, MO - Water Services	MO	816-513-7051	mike.klander@kcmo.org	INDUSTRY	1
Duffield, Tom	Safety, Security, Health, and Environmental Manager	Exxon Mobil Corporation	KS	913-254-6512	emily.m.mosler@exxonmobil.com	INDUSTRY	1
Moerer, Gregory S.	Environmental/Project Engineer	General Mills-Kansas City Operations	MO	816-245-4782	Joshua.Groene@genmills.com	INDUSTRY	1
Bridgeman, Brian	Process Development Manager - Organics Division	Harcros Chemicals, Inc	KS	913-621-7754	kidroot@harcros.com	INDUSTRY	1
Bridgeman, Mike	Director of Engineering	Ingredion, Inc.	MO	816-283-2668	lou.jones@ingredion.com	INDUSTRY	1
Moeller, Emily	Process Management Coordinator	WaterOne	KS	913-895-5832	lestelle@waterone.org	INDUSTRY	1
Groene, Josh	Production Manager	City of Independence Water Department	MO	816-325-7690	kealley@indcpmo.org	INDUSTRY	1
Estelle, Lester	Security Compliance Support Specialist	Smithfield Foods	MO	816-943-3290	senyart@smithfield.com	INDUSTRY	1
Kelley, Karen	Consultant, Major Projects Team	KCPD	MO	816-289-5482	frank.wilk@kcpd.com	INDUSTRY	1
Root, Kevin	Senior Environmental Specialist	Center for Toxicology & Environmental Health (CTEH)	MO	501-995-1358	ckemp@cteh.com	INDUSTRY	1
Jones, Louis I.	Lead Fire Investigator	Kiewit Engineering & Design Co.	KS	816-836-7170	joshua.buhrh@kiewit.com	INDUSTRY	1
Kelley, Karen	Maintenance Manager	Missouri Gas Energy	KS	913-281-1167	Kevin.fightmaster@spireenergy.com	INDUSTRY	1
Eyrart, Steve	Branch Operations Supervisor	Nordic Foods	KS	816-260-2433	rfrazier@nordicfoods.com	INDUSTRY	1
Witt, Frank	Director of Plant Operations	Univar	KS	816-682-3361	William.Nelson@univar.com	INDUSTRY	1
Kemp, Chris	Captain	Select Medical	KS	913-732-5929	T.wyrick@selectmedical.com	INDUSTRY	1
Buehne, Joshua	Presiding Commissioner	Platte County - Sheriff's Office	MO	816-858-3361	Anthony.Avery@plattsheriff.org	LAW ENFORCEMENT	1
McMenus, Michael W.	County Executive	Clay County, MO	MO	816-407-3610	jnotke@claycountymo.gov	LOCAL OFFICIAL	1
Fightmaster, Kevin	Presiding Commissioner	Jackson County, MO	MO	816-881-3329	fwwhite@jacksongov.org	LOCAL OFFICIAL	1
Frazier, Randy	Presiding Commissioner / Director	Platte County, MO	MO	816-797-3726	ron.schieber@co.platte.mo.us	LOCAL OFFICIAL	1
Wyrick, William	Environmental Respondor	Ray County, MO	MO	816-776-4507	raycountycommissioners@yahoo.com	STATE	1
Avery, Anthony	Manager Environmental Engineering	Missouri Department Of Natural Resources	MO	816-251-0710	roarke.holzschuh@dnr.mo.gov	TRANSPORTATION	1
Noite, Jerry	Program Manager Hazardous Materials-Response	KC Southern Railway	MO	816-983-1588	SMcNealy@KCSouthern.com	TRANSPORTATION	1
White, Frank	Deputy	Union Pacific Railroad	MO	816-399-1883	laneseakaves@up.com	ALT/ELECTED & LAW	2
Schieber, Ron	Captain	Platte County - Sheriff's Office	MO	816-858-1966	michael.omeal@plattsheriff.org	EMERGENCY MGMT	2
King, Bob	Captain	City of Olathe - Fire Department	KS	913-971-7900	mbutler@olatheks.org	EMERGENCY MGMT	2
Roark, D.	Director of Emergency Preparedness	Jackson County - Sheriff's Office / Emergency Management	MO	816-407-3739	wakin@sheriffdayco.com	EMERGENCY MGMT	2
McNealy, Steve	Assistant Director of Planning	Johnson County, KS - Emergency Management	KS	913-715-1005	cgierst@jocogov.org	EMERGENCY MGMT	2
Sekavec, Lane							
O'Neal, Michael L.							
Burler, Marvin							
Akin, William K.							
Curry, Michael							
Geist, Cary							

Mid-America Local Emergency Planning Committee Membership List

March 14, 2019

Name	Title	Employer	State	Phone	E-Mail	Category	1=primary 2=alternate
Buchanan, Kim	Deputy Director	Leavenworth County - Emergency Management	KS	913-680-2678	kbuchanan@leavenworthcounty.org	EMERGENCY MGMT	2
Williams, Dave	On-Scene Coordinator	U.S. Environmental Protection Agency, Hazmat Unit	KS	913-551-7625	williams.dave@epa.gov	FEDERAL	2
Novak, Andrew	Captain, A-3, Emergency Management	Unified Government of WyCo/KCK - Fire Department	KS	913-575-5685	anovak@kckfd.org	FIREFIGHTING	2
Bonney, Jason	Assistant Fire Chief	Central Jackson County Fire Protection District	MO	816-229-2522	jbonney@cjcpd.org	FIREFIGHTING	2
Radley, Larry L.	Division Chief	City of Liberty	MO	816-439-4310	lradley@libertymo.gov	FIREFIGHTING	2
Weyand, Kevin	Deputy Chief	City of Olathe - Fire Department	KS	913-971-7955	kweyand@olathefire.org	FIREFIGHTING	2
Casey, Mike	Fire Chief	City of Overland Park - Fire Department	KS	913-888-6066	michael.p.casey@opkansas.org	FIREFIGHTING	2
Fowiston, Gordon	Fire Marshal/Assistant Fire Chief	City of Riverside - Department of Public Safety	MO	816-741-1191	gfowiston@riversidemo.com	FIREFIGHTING	2
Payne, Keith	Battalion Chief	City of Riverside - Department of Public Safety	MO	816-372-9024	kpayne@riversidemo.com	FIREFIGHTING	2
Morley, Trig	Deputy Chief	Johnson County, KS - Fire District #1	MO	913-764-7635	trig.morley@jocofd1.org	FIREFIGHTING	2
Cull, Dean L.	Outreach Coordinator	Southern Platte Fire Protection District	MO	816-741-2900 x4204	dcull@spfpd.com	FIREFIGHTING	2
Starbuck, Ron	Emergency Management Program Specialist	Unified Government of WyCo/KCK - Health Department	KS	913-573-8869	rstarbuck@wycockc.org	HEALTH	2
Lee, Allen	Safety & Health Specialist	Veterans Administration Medical Center	MO	816-861-4700 x57693	allen.lee@va.gov	HOSPITAL	2
Laprad, Jack A.	Air Quality Specialist	Bayer CropScience	MO	816-242-2583	Jack.Laprad@Bayer.com	INDUSTRY	2
Munk, Scott	Health and Safety Manager	Bayer CropScience	MO	816-242-2962	scott.munk@bayer.com	INDUSTRY	2
McGraw, Sean	Fire Protection & Emergency Management	WaterOne	KS	913-217-5730	smoraw@waterone.org	INDUSTRY	2
Hamidou, Abdel	NA Safety & Sustainability Manager	Exide Technologies	MO	816-500-4686	abdel.hamidou@exide.com	INDUSTRY	2
Nickerson, Lisa	Environmental Supervisor	General Mills-Kansas City Operations	MO	816-245-4780	Lisa.Nickerson@genmills.com>	INDUSTRY	2
Lehnert, Ryan	Safety, Security, Health, and Environmental Coordinator	Honeywell Corporation	MO	816-488-3044	rlhert@kcp.com	INDUSTRY	2
Hobbs, Marcia	Asst. Director/Coordinator	KCPCL	MO	816-640-3892	marcia.hobbs@kcp.com	INDUSTRY	2
Furdek, Tom	Emergency Services and Homeland Security Director	Ingredion, Inc.	MO	816-283-1610	Tom.Furdek@ingredion.com	INDUSTRY	2
Rasa, Gaele		Ingredion, Inc.	MO	816-854-0400	Gaele.rasa@ingredion.com	INDUSTRY	2
Schmachtenberger, Rachelle		Exxon Mobil Corporation	KS	913-254-6522	rachelle.schmachtenberger@exxonmobil.com	INDUSTRY	2
Harper, Carl A.		Ray County Emergency Management	MO	8168484500	hobycop@mchsl.com	LOCAL OFFICIAL	2
Lynch, Erin		Mid-America Regional Council	KS	816-701-8390	elynych@marc.org	INFO COORDINATOR	2

Clyde Hicks
 County Commissioner
 Date: March 14, 2019