

**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. 20423**, May 11, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, Jackson County, and 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, historically has entered into an annual agreement with the Mid-America Regional Council (MARC), approving the scope of work by Mid-America Regional Council (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 the LEPC and MARC in this regard; now therefore,

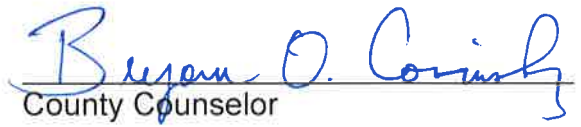
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Agreement for Services with the LEPC and MARC be and hereby is approved; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the Agreement on behalf of the County.

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. 20423 of May 11, 2020, was duly passed on May 18, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

5-18-2020  
Date

  
Mary Jo Spino, Clerk of Legislature

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

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



March 18, 2020

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

**EXECUTIVE OFFICE**

MAR 20 2020

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, 2020. 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 \$58,796 in CEPF funds. Jackson County's portion of this allocation is approximately \$29,314 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](mailto: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 blue 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 Welr  
Mayor  
Independence,  
Missouri

Secretary  
Carson Ross  
Mayor  
Blue Springs,  
Missouri

Executive Director  
David A. Warm

**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, 2020, 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, 2020 through June 30, 2021. 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 2020-2021 grant of approximately \$58,796.00 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 2020-2021 LEPC Budget. It is the parties' understanding that the State of Missouri will provide the LEPC with approximately \$58,796.00 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, 2021 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 2020.

*Approved by Jackson County, Missouri*

\_\_\_\_\_  
County Executive, Jackson County

\_\_\_\_\_  
Date

*Approved by the Mid-America Local Emergency Planning Committee*



\_\_\_\_\_  
Mid-America LEPC Chair

\_\_\_\_\_  
March 18, 2020

\_\_\_\_\_  
Date

*Approved by the Mid-America Regional Council*

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



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**by and between**

**JACKSON COUNTY,**

**the**

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the 1st day of July 2020.

*Approved by Jackson County, Missouri*

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County Executive, Jackson County

---

Date

*Approved by the Mid-America Local Emergency Planning Committee*



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Mid-America LEPC Chair

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March 18, 2020

Date

*Approved by the Mid-America Regional Council*

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Executive Director

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Date

Cover Sheet official signature page for 2020 application

Submittal Date: May 15, 2020

LEPC/D Name:	
County Name(s):	MO: Cass, Clay, Jackson, Platte, Ray; KS: Leavenworth, Johnson, Wyandotte
CEPF Certification Year:	2020
Primary Contact Name:	Erin Lynch
Primary Phone Number:	816-701-8390

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.

Pete Knudsen

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		

Proposed Budget 2020 for Mid-America LEPC

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

<b>Budget Year Start Date</b>	July 1, 2020	<b>Budget Year End Date</b>	June 30, 2021
<b>Beginning Balance</b>			<b>\$0.00</b>
<b>Estimated Income</b>			<b>\$58,796.00</b>
CEPF (This is only an estimation, using the previous years is acceptable)			
Other (i.e., interest, donations)			
<b>Total Estimated Funds Available</b>			<b>\$58,796.00</b>

Expense Category	Cost share amount	LEPC expense
<b>Administrative</b>		<b>Total \$44,332.00</b>
Contract Labor (NO full-time employees) *Attach copy of contract		\$43,932.00
Postage		\$350.00
Printing		\$50.00
Phone/Fax/Internet		
Office Supplies and Equipment		
Computer/Electronic Equipment		
Public Notice		
<b>LEPC meetings (publications, meals, etc.)</b>		
Other		
<b>Projects</b>		<b>Total</b>
Hazmat Plan Distribution		
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		
Other		
<b>Training &amp; Exercise</b>		<b>Total \$14,500</b>
Course and Instructor Fees		\$14,500.00
Materials and Supplies		
Equipment (See Appendix D)		
Other		
<b>Travel</b>		<b>Total</b>
Mileage, Meals, Registration and Lodging		
<b>Other</b>		<b>Total</b>
(Specify)		
<b>Total Estimated Expenses</b>		<b>\$58,796.00</b>
<b>End Balance (Unallocated Funds)</b>		

  
LEPC Chair Signature

May 15, 2020

Date