

AGENDA OF THE REGULAR SESSION
Cass County Emergency Services Board
September 16, 2026, at 8:00 A.M.
801 S. Commercial St Harrisonville Missouri
Public may attend in person as there is limited space for attendees.

- I. Call to Order
- II. Roll Call (Quorum)
- III. Pledge of Allegiance
- IV. Public Participation
 - A. Motorola – Kyla Christifulli, Denise Gibbs, and Keith Antoff
 - B. Motorola Financing – Bill Stancik
 - C. TUSA Consulting – Alan Talkington
- V. Old Business
 - A. Board Member Vacancy
- VI. Consent Agenda
 - A. Approval of August 19, 2026, Meeting Minutes
 - B. Approval of current Account Statements
 - C. Approval of Payables
- VII. Reports
 - A. Chair
 - B. Treasurer
 - C. Board Members
 - D. Executive Director
- VIII. New Business
 - A. CCESB Resolution No. 26-010 – accepting and approving amended and restated bylaws.
 - B. CCESB Resolution No. 26-011 - accepting and approving an updated Sunshine Law Policy.
 - C. CCESB Resolution No. 26-012 – accepting and approving an agreement with Lexipol, LLC for a two-year subscription for grant writer services.
- IX. Next Meeting Date – October 21, 2026, 8:00 a.m.
- X. Adjourn from Regular Session
- XI. Closed session – The Cass County Emergency Services Board may enter into a closed session pursuant to Sections 610.021.1 and 610.021.3 (personnel RSMo).

Posted on this 11th day of September by 8:00 a.m.

The Cass County Emergency Services Board meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed five (5) minutes.

Cass County Emergency Services Board Work Session

Wednesday August 19, 2026

Meeting Minutes

1. Call to Order – The meeting was called to order at 8:00 a.m. by Kris Turnbow.

2. Roll Call:

Tom Engert	Absent
Chris Kurzweil	Absent
Mark Lopez	Absent
Eric Smith	Present
Kris Turnbow	Present
Jimmy Odom	Present
Jeff Weber	Present

Quorum was present.

Others in attendance:

Jim Wilson, Courtney Harrison, Carla Wills, John Sapp, Jeff Allen, Chris Langsdale, Tailer Baumgarten, Aly Abdegawad, Chad Wright, David Billings, and Jeremy Smith.

3. Public Participation – Brian Nelson and Nick Viren – 911 NURD, LLC.

4. Old Business

Approval of the Consent Agenda includes July 15, 2026, meeting minutes, July 2026current Account Statements, and approval of Payables.

Eric Smith motioned to approve the consent agenda. Jimmy Odom, Sr. seconded the motion. A roll-call vote was conducted, and the motion was carried with 4 affirmative votes.

5. Reports

i. Chair – Moment of Silence to acknowledge the passing of Tom Engert. Recognizing his dedication and work in his role with the ESB and his public service.

ii. Treasurer –

iii. Board Members –

iv. Executive Director – Marie Beauchamp

A. CentralSquare

- i) Brian Nelson and Nick Veren with 911Nurd on site August 18-20, 2026.
- ii) Discuss CentralSquare CAD API (1 for many). Potential for RMS/JMS API (1 for many) in the future.
- iii) Cass County Sheriff's Office, Belton Police, Raymore Police, and Harrisonville Police are live with CDP and Crimemapping.
- iv) Brian Nelson submitted a support ticket on Crimemapping not working. As of 8-17-26 Crimemapping is working again.
- v) Centerline trial - Centerline AI transcribes body-cam footage and generates report narratives within minutes. With customizable workflows, templates, and forms, your agency saves hours on paperwork while maintaining compliance and control. Trial begins August 28 for six weeks.
- vi) CS ProSuite Administrators – Meeting was held on July 20, 2026. Removing Connie Valentich and Adrienne Rinehart as administrators and appointing two new administrators, Tim Mikelson and Courtney Harrison. Updated Organizational Chart attached.
- vii) Moving Pleasant Hill under CCSO Dispatch – Project Manager with CS is Katelyn Curry. An introductory meeting was held on August 12, 2026, with the CCSO and ESB.

B. APCO Intellicomm EMD

- i) APCO Intellicomm EMD Guidecard Software Service Agreement for 4 PSAPs is \$127,525.25.
- ii) APCO Intellicomm EMD End User Service Agreement was sent to each PSAP for review and signature. This step is required by APCO prior to official price quote and contract will be made available. Cass County Sheriff's Office and Harrisonville Police have submitted their End User Service Agreements.
- iii) July 2, 2026, the Raymore City Attorney submitted an email advising that Raymore believes the ESB should be the signatory of the end user agreement rather than PSAP, legal notes provided by Raymore.
- iv) APCO Intellicomm provided an overall Service Agreement for ESB as opposed to End User Service Agreement due to ESB providing finances for project. Exhibit B added includes total fees per agency and ESB total as well PSAP. Exhibit D added includes authorized agencies participating.

C. Pleasant Hill PSAP Closure scheduled October 1, 2026

- i) Chief Dennis Kleyh submitted a letter to MARC Public Safety Director Eric Winebrenner that as of July 27, 2026, the City of Pleasant Hill Police Department has determined to close their PSAP on October 1, 2026. Letter attached for your review.
- ii) City of Pleasant Hill formally approved an agreement to contract police dispatch services with the Cass County Sheriff's Office on July 27, 2026. Cass County Sheriff Weber submitted a letter to ESB Chairman Kris Turnbow of this agreement on July 28, 2026. Letter attached for your review.

- iii) Cass County Sheriff Weber submitted a letter of request to MARC Public Safety Director Eric Winebrenner for an additional 911 console on July 28, 2026, requesting one of Pleasant Hill's existing consoles. Letter attached for your review.
- iv) Belton Police Chief Scott Lyons submitted a letter of request to MARC Public Safety Director Eric Winebrenner for an additional 911 console on June 22, 2026. Revised letter submitted on July 17, 2026, asking for one of Pleasant Hill's existing consoles. The request is for a fourth console. Letter attached for your review. Belton is currently performing a remodel to add fourth console.
- v) CCSO, Pleasant Hill, MARC, and ESB are meeting on August 19, 2026. Future meeting(s) to include Motorola. CCSO and Pleasant Hill are having weekly meetings to discuss the transition.

D. TUSA P25 Consultant

- i) MARRS owners met with TUSA to review what we can expect from TUSA and the timeframe of their contract exists. Beginning January 8, 2026, meetings are scheduled every 2nd Thursday.
- ii) June 18, 2026, TUSA reviewed with the MARRS the TUSA MARRS analysis and report.
- iii) July 29, 2026, TUSA, Motorola, and ESB met to review ESB needs and Motorola infrastructure upgrade proposal and will provide a Cass County ESB Motorola Proposal regarding the ASTRO NEXT by the end of August.

E. MARC Public Safety Communications Users Committee Meeting

- i) The MARC Public Safety Communications Users Committee Meeting was held on July 15, 2026. Agenda attached for your review.
- ii) Annual Marc's 911 and GIS team including Cass County mapping professionals are scheduled to meet on September 30, 2026.

F. MARC Public Safety Communications Board Meeting

- i) The MARC Public Safety Communications Board Meeting was held on July 29, 2026. Agenda attached for your review.
- ii) MARC New Address 801 Pennsylvania Ave., Suite 400, Kansas City, MO 64105. Office has not moved in currently and meetings are remote for now.
- iii) 2027 Program Budget Preview. Cass County annual cost to increase to \$637,332.18 annually/ \$53,111.02 monthly. Current monthly cost is \$43,802.70. 2025 +10.4% cost increases were paid with 911 Reserve fund. 2026 +10.5% cost increase estimated. Draft Budget at-a-glance overview attached for your review. 2027 Regional 911 System Budget Draft attached for your review.

G. PSAP/Users/Technical Committee Meeting

- i) The PSAP/Users/Technical Committee Met on August 11, 2026. Agenda attached for your review.

- ii) CentralSquare annual renewal completed. PSAP invoicing to be sent. Discussion with CCSO and their MOU with Pleasant Hill to determine what costs will transition and what costs will remain with Pleasant Hill Police.
- iii) VINE – Who uses and is it still required? Deputy Chief Abdelgawad reached out to the victim advocate, VINE used to work in Missouri (Missouri agencies contributed information) and the State used to pay for the subscription. Once the State developed MOVANS, the Missouri Victim Automated Notification System, they stopped paying for VINE so it no longer works for Missouri. However, MOVANS does not automatically receive information from Central Square, so an interface would be necessary. Cass County Sheriff's Office may still be utilized, since they have County Jail, so verification on use is required.

H. **MARRS Technical & Users Committee Meeting**

- i) The MARRS Technical & Users Committee Meeting was held on August 12, 2026. Agenda attached for your review.
- ii) P-25 RFP Renewal in process. The current KCRPC radio purchasing contract for MARRS is good through September 30, 2026.
- iii) MARRS requires that any radio purchased for public safety use on the MARRS system must be capable of the features in the radio feature recommendations document, which is attached.
- iv) MARRS on authorized radio programming shops, which requires written authorization from MARRS and MOU in places for sharing agency talkgroups, document attached.
- v) Hold the Air Beeps – MARRS region use of channel marker for holding the air – do Cass agencies utilize?
- vi) FDMA/TDMA – Cass County and Johnson County looking to move to TDMA in the future.
- vii) MARRS – Motorola CSM Service Meeting scheduled April 18, 2026.
- viii) Eventide radio logger end of life. Quotes from Motorola for new radio logger.
- ix) Genesis radio reporting not connected currently, looking to move to CCSO for network connection.

I. **World Cup Summary** - Discussion of the MARRS encryption key being updated was discussed previously.

- i) The World Cup did not have any outside radio use; cache radios were utilized for the entire event. The MARRS Technical & Users meeting discussed putting the encryption key change on hold since no outside radios were in use.
- ii) Concerns of a tow company having a radio with the current encryption key are being investigated.
- iii) February 25, 2026, the MARRS Management Council Committee discussed in World Cup Planning the intention to refresh the current encryption key following the completion of World Cup. This is verified in the MARRS Management Council Committee Meeting Summary.
- iv) MARRS Management Council Meeting is scheduled for August 26, 2026.

- v) Kris Turnbow made a motion to draft a letter to the MARRS Management Council to move forward with the new encryption key.

Motion made by Kris Turnbow, to draft a letter to the MARRS Management Council on behalf of the ESB to recommend and approve a motion for the new encryption key. Jeff Weber seconded the motion. Motion carried with 4 votes.

J. Radio Programming – RESCHEDULED due to MARRS Management Council vote requirement on MARRS encryption key

8/17 - Belton PD / Loch Lloyd Security
8/19 - Belton FD / Belton Emergency Mgmt
8/20- Harrisonville PD / Harrisonville FD
8/21 - P-Hill PD, P-Hill FD, P-Hill Emergency Mgmt
8/24 - P-Hill PD, P-Hill FD, P-Hill Emergency Mgmt / Lake Winnebago PD
8/25 - Raymore PD / South Metro FD
8/26 - Raymore PD / South Metro FD
8/27 - Cass County Sheriff / Cass County Emergency Mgmt
8/28 - Cass County Sheriff / Cass County Emergency Mgmt
8/31 - Cass County Sheriff / Cass County Emergency Mgmt
9/1 - Central Cass FD / East Lynne FD / East Lynne PD
9/2 - Cleveland PD / Western Cass Fire / Drexel PD / Drexel FD
9/2 - (Evening) - Dolan W Dolan FD
9/3 - Creighton FD - PD / Garden City FD / Garden City PD / Archie
9/4 - Peculiar PD / West Peculiar FD / Peculiar Emergency Mgmt
9/8 - CCESB / Freeman PD / Strasburg PD / Any missed

K. ESB Work Session and Bylaws

- i) The June 10, 2026, Work Session provided good insight into updating the ESB bylaws. Attorney Greg Dohrman has provided a draft of the bylaws. Article IV added. Draft attached for your review.
- ii) ESB consideration for adopting an updated Sunshine Law policy. An updated policy could include forms for submitting requests and an outline for calculating costs to charge requesters in compliance with the Sunshine Law.
- iii) ESB is interested in establishing a governance or charter of what ESB does as well as an organizational chart.

L. Honoring Board Member Tom Engert - ESB Board Vacancy

- i) Section 190.339.9 RSMo. states: "Vacancies on the board occasioned by removals, resignations or otherwise shall be filled by the remaining members of the board. The appointee or appointees shall act until the next election at which a director or directors are elected to serve the remainder of the unexpired term."
- ii) Because this has happened in the first half of Tom Engert's term, the Board may appoint an interim director to serve only until the next election at which ESB directors are elected (in 2027). Then, the ESB should call for an election of a

director to serve the remainder of the original 4-year term, from 2027-2029. The “regular” director seats up at that election will be for 4-year terms, so we will need to specify this when passing a resolution to call for the election.

- iii) This is because the specific language used in § 190.339.9 RSMo. does not refer to regular elections, but only to elections at which one or more ESB directors are to be elected. In Cass County, those elections occur on odd years, due to the 2-year staggering of board terms provided for in § 190.335.
- iv) There is no deadline for appointing a replacement, and there is no penalty specified in the statute for failing to do so. The Board can decide upon an appropriate timeline for appointing an interim director to serve until April 2027, and they may also decide to wait for the election in April 2027 to determine the successor.

6. New Business

- a. CCESB Resolution No. 26-008 – accepting and approving a sales order with CentralSquare for CAD CS Pro API annual subscription in the amount of \$28,020.00.

Motion made by Jimmy Odom, Sr., accepting and approving a sales order with CentralSquare for CAD CS Pro API annual subscription. Jeff Weber seconded the motion. Motion carried with 4 votes.

- b. CCESB Resolution No. 26-009 - accepting and approving a sales quote with CentralSquare for CAD PS Pro APCO IntelliComm Interface in the amount of \$14,264.70.

Motion made by Eric Smith, to approve CCESB Resolution NO. 26-009 – accepting and approving a sales quote with CentralSquare for CAD PS Pro APCO Intellicomm Interface. Jeff Weber seconded the motion. Motion carried with 4 votes.

7. Next Meeting The next regular session is September 16, 2026, at 8:00 a.m.

8. Adjournment

With no further business or discussion, Jimmy Odom, Sr. motioned to adjourn. Eric Smith seconded the motion. Motion was carried out at 9:38 a.m.

Respectfully submitted,
Marie Beauchamp
Executive Director
Cass County Emergency Services Board

CASS COUNTY EMERGENCY SERVICES BOARD
801 S COMMERCIAL ST
HARRISONVILLE MO 64701-1603

Managing Your Accounts

	Support Number	(816) 322-2100
	Telephone Banking	(866) 322-7030
	Online Access	www.cbronline.net
	Mailing	P O Box 200 Raymore, MO 64083

Summary of Accounts

Account Type	Account Number	Ending Balance
Business Int Checking	XXXXXXXX1776	\$1,334,847.53

Business Int Checking - XXXXXXXX1776

Account Summary

Date	Description	Amount
08/01/2026	Beginning Balance	\$1,622,426.89
	5 Credit(s) This Period	\$318,795.55
	33 Debit(s) This Period	\$606,374.91
08/31/2026	Ending Balance	\$1,334,847.53
	Service Charges	\$1.04

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.05%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$70.90
Interest Paid Year-to-Date	\$595.80
Average Ledger Balance	\$1,669,607.11
Average Available Balance	\$0.00

Account Activity

Post Date	Description	Debits	Credits	Balance
08/01/2026	Beginning Balance			\$1,622,426.89
08/03/2026	POS Payment AMAZON.COM* 5N5M0 SEATTLE WA #6578	\$32.23		\$1,622,394.66
08/03/2026	POS Payment GOOGLE* WORKSPACE SUPPORT.GOOGLE CA #6578	\$33.60		\$1,622,361.06
08/03/2026	POS Payment AMAZON.COM* 5N3EV SEATTLE WA #6578	\$64.23		\$1,622,296.83
08/03/2026	DB RCR Payment Auctane, Inc. St EL SEGUNDO CA #6578	\$20.99		\$1,622,275.84
08/06/2026	ACH Deposit CASS CO TREAS 5302 PURCHASE		\$74,251.44	\$1,696,527.28
08/06/2026	Check 4629	\$117,925.74		\$1,578,601.54
08/07/2026	ACH Deposit MO DEPT REVENUE 260804008294502 MO SU TAX		\$241,963.84	\$1,820,565.38
08/07/2026	ACH Payment MO EB CONT 2532 M388 Aug 26 EB	\$2,420.00		\$1,818,145.38
08/10/2026	ACH Payment	\$582.00		\$1,817,563.38

Business Int Checking - XXXXXXXX1776 (continued)
Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
	OSAGE VALLEY ELE 0002267100 ELECTRIC			
08/12/2026	ACH Payment	\$170.00		\$1,817,393.38
	SPECTRUM 8136861 SPECTRUM			
08/12/2026	ACH Payment	\$1,945.56		\$1,815,447.82
	LAGERS 000000000009046 PAYMENT			
08/13/2026	DB RCR Payment	\$2,800.00		\$1,812,647.82
	SMTP2GO, I* SMTP SMTP2GO.COM TX #6578			
08/13/2026	ACH Payment	\$3,234.95		\$1,809,412.87
	EVERGY MO WEST 585393180063 AUTOPAY			
08/13/2026	ACH Payment	\$3,703.74		\$1,805,709.13
	INTUIT PAYROLL S XXXXXXXXXX QUICKBOOKS			
08/14/2026	Deposit		\$1,500.00	\$1,807,209.13
08/17/2026	POS Payment	\$278.46		\$1,806,930.67
	AMAZON.COM* 5A5TW SEATTLE WA #6578			
08/17/2026	ACH Payment	\$1.75		\$1,806,928.92
	INTUIT PAYROLL S XXXXXXXXXX QUICKBOOKS			
08/17/2026	ACH Payment	\$37.66		\$1,806,891.26
	VERIZON WIRELESS 044210750100001 PAYMENTS			
08/17/2026	ACH Payment	\$1,100.00		\$1,805,791.26
	INTUIT PAYROLL S XXXXXXXXXX QUICKBOOKS			
08/18/2026	POS Payment	\$250.00		\$1,805,541.26
	MISSOURI ASSOCIA 417-3599100 MO #6578			
08/19/2026	ACH Payment	\$2,520.00		\$1,803,021.26
	911NURD, LLC SALE			
08/21/2026	ACH Payment	\$6,900.26		\$1,796,121.00
	ALLEGIANTECHNOL WEBPAYMENT			
08/24/2026	Check 4647	\$2,144.50		\$1,793,976.50
08/24/2026	Check 4642	\$4,144.88		\$1,789,831.62
08/24/2026	Check 4646	\$4,154.32		\$1,785,677.30
08/24/2026	Check 4639	\$349,913.38		\$1,435,763.92
08/25/2026	Check 4641	\$250.00		\$1,435,513.92
08/25/2026	Check 4645	\$2,638.90		\$1,432,875.02
08/25/2026	Check 4644	\$2,875.00		\$1,430,000.02
08/27/2026	ACH Payment	\$3,703.74		\$1,426,296.28
	INTUIT PAYROLL S XXXXXXXXXX QUICKBOOKS			
08/27/2026	Check 4648	\$2,325.65		\$1,423,970.63
08/28/2026	ACH Deposit		\$1,009.37	\$1,424,980.00
	MO DEPT REVENUE 260826008312606 MO SU TAX			
08/31/2026	ACH Payment	\$651.37		\$1,424,328.63
	Brightspeed24538 XXXXXXXXXX Payment			
08/31/2026	ACH Payment	\$1,945.56		\$1,422,383.07
	LAGERS 000000000009046 PAYMENT			
08/31/2026	Check 4638	\$43,802.70		\$1,378,580.37
08/31/2026	Check 4643	\$43,802.70		\$1,334,777.67

Business Int Checking - XXXXXXXX1776 (continued)
Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
08/31/2026	Interest Credit Added to Account		\$70.90	\$1,334,848.57
08/31/2026	Service Charge	\$1.04		\$1,334,847.53
08/31/2026	Ending Balance			\$1,334,847.53

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
4629	08/06/2026	\$117,925.74	4642	08/24/2026	\$4,144.88	4646	08/24/2026	\$4,154.32
4638*	08/31/2026	\$43,802.70	4643	08/31/2026	\$43,802.70	4647	08/24/2026	\$2,144.50
4639	08/24/2026	\$349,913.38	4644	08/25/2026	\$2,875.00	4648	08/27/2026	\$2,325.65
4641*	08/25/2026	\$250.00	4645	08/25/2026	\$2,638.90			

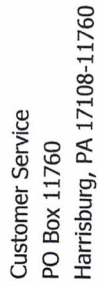
* Indicates skipped check number

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Service Charge Summary

Description	Amount
Total Items	\$1.04
Total Service Charge	\$1.04



Cass County Emergency Services Board

For the Month Ending
August 31, 2026

csgmww@pfmam.com

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Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved.

Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. If you do not receive a report from the custodian on at least a quarterly basis, please notify your relationship manager at your custodian and PFMAM. **Account Control** PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Important Disclosures

Tax Reporting Cost data and realized gains/losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented. **Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

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Key Terms and Definitions
Dividends on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

Account Statement

For the Month Ending August 31, 2026

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. **Average maturity** represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis. **Managed Account A** portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian. **Unsettled Trade A** trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED **NO BANK GUARANTEE** **MAY LOSE VALUE**



For the Month Ending **August 31, 2026**

Account Statement - Transaction Summary

Cass County Emergency Services Board - Reserve Fund - 8500189

MOSIP Liquid Class

Opening Market Value	6,030,928.19
Purchases	18,565.27
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value

Cash Dividends and Income	\$6,049,493.46
MOSIP TERM	18,565.27

Opening Market Value	3,862,532.17
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value

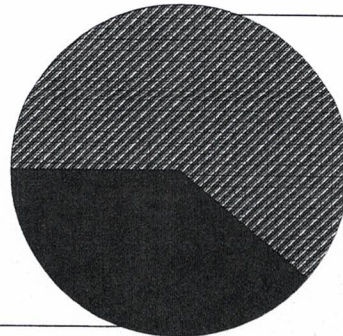
Cash Dividends and Income	\$3,862,532.17
	0.00

Asset Summary

	August 31, 2026	July 31, 2026
MOSIP Liquid Class	6,049,493.46	6,030,928.19
MOSIP TERM	3,862,532.17	3,862,532.17
Total	\$9,912,025.63	\$9,893,460.36

Asset Allocation

MOSIP TERM
38.97%



MOSIP Liquid Class
61.03%



Investment Holdings

For the Month Ending August 31, 2026

Cass County Emergency Services Board - Reserve Fund - 8500189

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
MOSIP TERM							
11/24/25	11/25/25	TERM - MOSIP TERM Dec 26	11/16/26	3.5000	3,862,532.17	103,706.34	3,994,387.38
Total					\$3,862,532.17	\$103,706.34	\$3,994,387.38



Account Statement

For the Month Ending August 31, 2026

Cass County Emergency Services Board - Reserve Fund - 8500189

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
MOSIP Liquid Class					
Opening Balance					
08/31/26	09/01/26	Accrual Income Div Reinvestment - Distributions	1.00	18,565.27	6,030,928.19
Closing Balance					
					6,049,493.46

	Month of August	Fiscal YTD January-August	
Opening Balance	6,030,928.19	5,905,581.00	Closing Balance
Purchases	18,565.27	143,912.46	Average Monthly Balance
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield
Check Disbursements	0.00	0.00	3.62%
Closing Balance	6,049,493.46	6,049,493.46	
Cash Dividends and Income	18,565.27	143,912.46	





MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: September 08, 2026

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0005-002



CASS COUNTY
9-1-1 BOARD DIRECTOR
801 S COMMERCIAL ST
HARRISONVILLE MO 64701-1603

POLITICAL SUBDIVISION ID: 00000037

Notice Number: 2068169396

Distribution Month: August 2026

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the August 2026 collections as follows

Deposit Date	09/04/2026
Tax Type Code	330
TaxType Name	COUNTY EMERGENCY SERVICES
Bank Name	COMMUNITY BANK OF RAYMORE
Account Number (Last Four Digits)	1776
Tax Distribution	\$223,068.70
Interest Distribution	\$0.00
Amount Deposited	\$223,068.70

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2024	2025	2026	2025 Compared to 2024	2026 Compared to 2025
August 2026	\$220,668.03	\$209,973.65	\$223,068.70	\$(10,694.38)	\$13,095.05
Year-to-Date	\$1,595,540.15	\$1,646,789.36	\$1,712,394.33	\$51,249.21	\$65,604.97

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A county must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to counties that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rtp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



Cass County Emergency Services Board

9/14/2026 6:40 AM

Register: Community Bank - Interest Check

From 08/01/2026 through 08/31/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/13/2026		QuickBooks Payroll ...	-split-	Created by Pay...	3,703.74			-6,042,104....
08/13/2026	To Print	Carol Stafford	OFFICE RENT	Direct Deposit	1,100.00			-6,043,204....
08/14/2026	4639	CentralSquare Techn...	CAD/RMS/JMS Project		349,913.38			-6,393,118....
08/14/2026		Marie Beauchamp	-split-	Direct Deposit		X		-6,393,118....
08/17/2026		QuickBooks Payroll ...	OFFICE RENT	Created by Dir...	1.75			-6,393,119....
08/19/2026	4641	Odom's Bugs-B-Gon...	TOWER PROPERTY ...		250.00			-6,393,369....
08/19/2026	4642	KC Web	-split-		4,144.88			-6,397,514....
08/19/2026	4644	Jim Kuntz	TOWER PROPERTY ...		2,875.00			-6,400,389....
08/19/2026	4645	EVERGY	TOWER LEASES		2,638.90			-6,403,028....
08/19/2026	4646	CITY OF RAYMORE	-split-		4,154.32			-6,407,182....
08/19/2026	4647	Cunningham, Vogel ...	PROFESSIONAL SER...		2,144.50			-6,409,327....
08/19/2026	4648	Cintas	RADIO SYSTEM REP...		2,325.65			-6,411,653....
08/21/2026	4643	MID-AMERICA RE...	MARC COORDINATI...		43,802.70			-6,455,455....
08/27/2026		QuickBooks Payroll ...	-split-	Created by Pay...	3,703.74			-6,459,159....
08/28/2026		Marie Beauchamp	-split-	Direct Deposit		X		-6,459,159....

**Executive Director Report
Cass County Emergency Services Board Meeting
September 16, 2026**

1. Motorola

- a. September 3, 2026, Quarry – New DC Power Plant installed. All backhaul network & radio equipment is now being powered by the new DC plant. The generator is now configured to transfer during the weekly exercises. This was previously disabled due to the UPS issues.
- b. September 7, 2026, Quarry – Lock cut at main gate, CCSO report made, surveillance camera footage provided, lock and chain replaced. Pressing charges for trespassing, vandalism, and potential theft in the area.
- c. September 10, 2026, Garden City - The blowers at Garden City were replaced. The site is back at normal temperature. Exercised the new generator, which ran normally.
- d. September 4 and September 11, TUSA and ESB Director met with Motorola to review the Motorola Solutions Upgrades. Two Pricing Solutions are offered, August 28 proposal (10 channel G to D series upgrade, FDMA only, remove TDMA cost of \$939,889, for a Total Cost \$9,061,719. September 11 proposal (7 channel G to D Series, TDMA added, for a total cost of \$9,605,300.

2. Grant Writing Services

- a. ESB Director Beauchamp met with Alison Randall and Rachel Jaco with Lexipol Grant Writing Services on August 25, 2026.
- b. Lexipol grant writing services are provided by individual grant cost at \$4500 per grant or in subscription packages at 2 per year for \$7500.
- c. TUSA discussed possible grants with ICE may be available.

3. CentralSquare

- a. Brian Nelson and Nick Veren with 911Nurd on site August 18-20, 2026.
- b. Discuss CentralSquare CAD API (1 for many). Potential for RMS/JMS API (1 for many) in the future.
- c. Centerline trial - Centerline AI transcribes body-cam footage and generates report narratives within minutes. With customizable workflows, templates, and forms, your agency saves hours on paperwork while maintaining compliance and control. Trial begins August 28, 2026, and is six weeks long.
- d. Pleasant Hill under CCSO Dispatch – Project Manager with CS is Katelyn Curry. An introductory meeting was held on August 12, 2026, with the CCSO and ESB.
- e. API (one for many) kick-off call with CentralSquare and 911Nurd was held on September 3, 2026.
- f. CS Pro Admin meeting was held on September 14, 2026, to discuss how API's will be administered.

4. Pleasant Hill PSAP Closure scheduled October 1, 2026

- a. Chief Dennis Kleyh submitted a letter to MARC Public Safety Director Eric Winebrenner that as of July 27, 2026, the City of Pleasant Hill Police Department has determined to close their PSAP on October 1, 2026. Letter attached for your review.
- b. City of Pleasant Hill formally approved an agreement to contract police dispatch services with the Cass County Sheriff's Office on July 27, 2026. Cass County Sheriff Weber submitted a letter to ESB Chairman Kris Turnbow of this agreement on July 28, 2026.

- c. Cass County Sheriff Weber submitted a letter of request to MARC Public Safety Director Eric Winebrenner for an additional 911 console on July 28, 2026, requesting one of Pleasant Hill's existing consoles. One console confirmed to go to CCSO, to include 911, Radio, and CAD equipment.
- d. Belton Police Chief Scott Lyons submitted a letter of request to MARC Public Safety Director Eric Winebrenner for an additional 911 console on June 22, 2026. Revised letter submitted on July 17, 2026, asking for one of Pleasant Hill's existing consoles. The request is for a fourth console. One console confirmed to go to Belton PD, to include 911, Radio, and CAD equipment. Belton Remodel completed.
- e. CCSO and Pleasant Hill are having weekly meetings to discuss the transition.
- f. CCSO, ESB, MARC, 911Nurd and Pleasant Hill met on August 19, 2026.
 - 1. MARC evaluated what links and equipment are needed. MARC GIS evaluated what database changes will be required as well as FCC licenses for 911.
 - 2. Radio Programming Pleasant Hill radios with CCSO channels.
 - 3. CentralSquare contract items were evaluated and what is ESB and what is Pleasant Hill responsibility moving forward.
 - 4. Vertiv UPS to be evaluated.
 - 5. Comcast Internet through Allegiant will need to be evaluated.
 - 6. Equature recorder will be removed.
- g. Motorola, TUSA, and CCSO met on September 10, 2026, at Pleasant Hill.
 - 1. The consoles can be redeployed at Belton and CCSO.
 - 2. The Cambium PTP 820 installed last year could be redeployed to a different location to replace old equipment as a cost-saving measure.
 - 3. Other site equipment (routers, switches, SAR) can be kept for spares.

5. MARRS Management Council Meeting

- a. The MARRS Management Council Meeting was held on August 26, 2026. Agenda attached for your review.
- b. P-25 RFP Renewal in process. The current KCRPC radio purchasing contract for MARRS is good through September 30, 2026.
- c. Updated MARRS radio feature requires that any radio purchased for public safety use on the MARRS system must be capable of the features in the radio feature recommendations, document attached.
- d. Updated MARRS Unit Identification on Regional Talkgroups standard operating procedure, document attached.
- e. Updated MARRS Multi-Agency Emergency Response standard operating procedure now includes channel marker usage, document attached.
- f. Encryption discussion, including ESB letter requesting motion to approve new system key. Motion was made and approved to switch to new system encryption key on October 5, 2027.

6. Radio Programming

TEMPLATES for the following agencies are still needed:

Belton EM Loch Lloyd Raymore EM Pleasant Hill PD Pleasant Hill EM Lake Winnebago PD
 Central Cass FD Drexel PD/Drexel FD Garden City PD Peculiar PD/Peculiar EM East Lynne PD
 Cleveland PD Creighton PD Freeman PD Strasburg PD

RESCHEDULED dates as of September 3, 2026.

- a. 9/21 - Belton PD, Loch Lloyd Security
- b. 9/22 - Belton FD, Belton Emergency Mgmt
- c. 9/23 - Harrisonville PD/Fire
- d. 9/24 - Raymore PD / South Metro Fire
- e. 9/25 - Raymore PD / South Metro Fire

- f. 9/28 - P Hill PD/Fire/Emergency Mgmt
- g. 9/29 - P Hill PD/Fire/Emergency Mgmt / Lake Winnebago PD
- h. 9/30 - Central Cass FD / East Lynn FD / East Lynn PD
- i. 10/1 - Creighton FD/PD / Garden City FD/PD / Archie PD
- j. 10/2 - Peculiar PD / West Peculiar FD / Peculiar Emergency Mgmt

- k. 10/6 - Cleveland PD/Western Cass FD/Drexel PD/Drexel FD
- l. 10/7 - Cass County Sheriff / Emergency Management
- m. 10/8 - Cass County Sheriff / Emergency Management
- n. 10/9 - Cass County Sheriff / Emergency Management

- o. 10/13 - CCESB / Freeman PD / Strasburg PD
- p. 10/20 - EVENING - Dolan W Dolan FD

Respectfully submitted, Marie Beauchamp



MARRS Management Council

MEETING

Date: August 26, 2026

Time: 1:00 p.m.

Location: Virtual only - Microsoft Teams

CO-CHAIRS

Worth Hunsinger, Johnson County Emergency Department of Emergency Services

Major Ronald Legg, Kansas City Police Department

AGENDA

1. Welcome and Call to Order
2. Roll Call
3. Action Item: Approval of May 27, 2026, Meeting Summary
4. MARRS Project Update –Tusa Consulting
5. P-25 RFP Renewal
 - MARRS Radio Feature Letter Review & Approval
6. Long Term Use of Regional Common Channels
7. Hold the Air Beeps: Review of Current Practice
8. System Owners Update
 - Cass County
 - Excelsior Springs
 - Independence
 - Johnson County, KS
 - Johnson County, MO

- Kansas City, MO
- Lee's Summit, MO
- Platte County
- Wyandotte

9. Closed Session

- Encryption Discussion

The Public Safety Communications Board may go into closed session for any reason pursuant to 610.020 RSMo.

10. Open Discussion

11. Adjournment

NEXT/UPCOMING MEETING

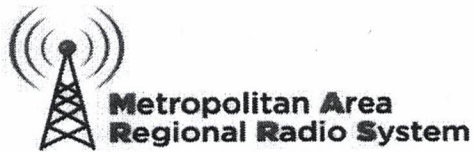
Wednesday, December 16, 2026

**610.022. Closed meetings, procedure and limitation — public records presumed open unless exempt — objections to closing meetings or records, procedure.*

2. A public governmental body proposing to hold a closed meeting or vote shall give notice of the time, date and place of such closed meeting or vote and the reason for holding it by reference to the specific exception allowed pursuant to the provisions of section 610.021. Such notice shall comply with the procedures set forth in section 610.020 for notice of a public meeting.

610.021. Closed meetings and closed records authorized when, exceptions. — Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(21) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open.



August 26, 2026

MARRS Radio Feature Requirements

The MARRS Management Council requires that any radio purchased for public safety use (Police, Fire, EMS, Emergency Management) on the MARRS system **must** have the following features:

- Approved by P-25 Compliance Assessment Program (CAP)
- AES Encryption
- 700/800 MHZ
- Multi-Key
- Over The Air Rekeying (OTAR)

Any radios that will be on the MARRS system should be **capable** of being upgraded to include*:

- Wi-Fi
- P-25 Phase 2
- Wireless Programming

*The radios do not need to be ordered with these features installed but must be capable of upgrading in the future.

This requirement will be effective beginning July 1, 2027.

Approved by MARRS Management Council on August 26, 2026

METROPOLITAN AREA REGIONAL RADIO SYSTEM STANDARD OPERATING PROCEDURES

No.	M12-01	Unit Identification on Regional Talkgroups		
Effective: 06/20/2012		Revised:	Related Documents: Tactical Interoperable Communications Plan	Page 1 of 1
Authority: MARRS Management Council				

Purpose

To identify the method by which users of MARRS will identify themselves when operating on regional shared talk groups and/or when operating on talk groups of other agencies.

Unit Responsibilities

Any unit communicating outside their normal agency talk-groups or communicating with other agencies that may be patched or otherwise joined with their normal agency talk groups will identify themselves in the following manner.

	<u>Agency Name</u>	<u>Unit Type</u>	<u>Unit Number</u>
Examples:	Kansas City	PD	312
	Johnson County	Sheriff	1115
	Overland Park	PD	9M22
	Kansas City Fire	Pumper	42

This methodology is consistent with the regional Tactical Interoperable Communications Plan.

METROPOLITAN AREA REGIONAL RADIO SYSTEM

STANDARD OPERATING PROCEDURES

No.	M12-03	Multi-Agency Emergency Response		
Effective: 1/22/15 Modified: 1/18/17		Revised:	Related Documents: MARRS Appendix A – Radio System Talkgroup Assignments	Page 1 of 2
Authority: MARRS Management Council				

Police:

A regional emergency response talk group will be designated for use when assistance is needed in rapidly developing and cross-jurisdictional law enforcement situations including pursuits and officers needing assistance. When a pursuit occurs, the pursuing agency will announce the pursuit and patch the affected talk group with REGCMN 28, the encrypted law enforcement emergency response talk group. If REGCMN 28 is actively in use, REGCMN 27 serves as the secondary LE Emergency Response talk group.

Due to physical limitations of the Motorola radio infrastructure, only one dispatch console may patch talk groups together. Once that patch is in place, no changes to the patch are possible except by the originating agency. Any changes to the patch must be made by the dispatch console where the patch was initiated. All other agencies participating in the pursuit shall move to the regional talk group being used for the pursuit.

The originating agency will manage communications for all units involved in the active pursuit. If the originating agency chooses to relinquish the pursuit to another agency for operational reasons, the agency taking control of the pursuit will be primary both in the field and communications.

The originating agency shall contact the agency that will be assuming communications for the pursuit. Once communications have been handed off to the agency-assuming communications, the originating agency *may* drop the patch. The pursuit will continue on the regional emergency response talk group. In general, dispatch centers should not activate audible tones on the regional emergency response talk group. Audible tones may be necessary if field units are not hearing critical information such as a change in strategy or a necessary move to a different talk group. When it is needed, dispatch centers should activate a single audible tone.

Agencies may utilize the channel markers (Hold the Air Beeps) feature internally but must disable the channel marker when patching it to regional or interop channels to avoid affecting other agencies.

For ease in training and locating during an escalating event, it is suggested that the primary regional emergency response talk group be in the primary dispatch zone and easily accessible in all law enforcement radios.

Fire:

REGCMN 7 is the unencrypted talk group designated as the FD/EMS emergency response talk group. If REGCMN 7 is in use when a FD or EMS agency needs an emergency response talk group, REGCMN 8 is designated as the secondary FD/EMS emergency talk group.

It shall be the responsibility of the originating agency to patch with the appropriate FD/EMS emergency talk group. They shall retain control of the air unless another agency is designated to become the lead agency handling the incident. Communications personnel shall use the PS_DISP talk group to coordinate communications with responding agencies. As the requesting communications center, it will be necessary to establish communications between incoming mutual/automatic aid companies and companies already

METROPOLITAN AREA REGIONAL RADIO SYSTEM

STANDARD OPERATING PROCEDURES

No.	M12-03	Multi-Agency Emergency Response		
Effective: 1/22/15 Modified: 1/18/17		Revised:	Related Documents: MARRS Appendix A – Radio System Talkgroup Assignments	Page 2 of 2
Authority: MARRS Management Council				

on the scene working the incident with their normal operating talk group and/or on their way to the scene.

Encryption

REGCALL through REGCMN 14 are unencrypted talk groups. No agency shall activate encryption on these talk groups.

REGCMN 15 through REGCMN 28 are encrypted talk groups. No agency shall conduct unencrypted activity on these talk groups.

Assignment of regional talk groups other than the emergency response and EOC talk groups shall be made by MARC Regional Communications Coordinators. Agencies requesting assignment of a regional talk group shall contact the COMCs to make that request. The talk group assignments process can be found in **MARRS Appendix A – Radio System Talk Group Assignments**.

RESOLUTION NO. 26-010

A RESOLUTION APPROVING AMENDED AND RESTATED BYLAWS.

BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CASS COUNTY EMERGENCY SERVICES BOARD, AS FOLLOWS:

SECTION 1. That the Board of Directors ("Board") for the Cass County Emergency Services Board hereby approves the Amended and Restated Bylaws, a copy of which is attached hereto. These Amended and Restated Bylaws supersede all prior bylaws of the Board.

SECTION 2. That the officers of the Board, including the Chairman and Secretary, are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution or taking of such action shall be conclusive evidence of such determination.

PASSED THIS 16TH DAY OF SEPTEMBER, 2026, BY THE BOARD OF DIRECTORS OF THE CASS COUNTY EMERGENCY SERVICES BOARD.

Kristofer Turnbow
Chairman

ATTEST:

Chris Kurzweil
Secretary

Cass County Emergency Services Board

801 S Commercial Street, Harrisonville, Missouri

AMENDED AND RESTATED BYLAWS

Dated September 16, 2026

These Bylaws are written pursuant to Missouri State Statutes regulating emergency telephone service and centralized dispatching boards.

ARTICLE I Organization Name

The name of this Organization (a political subdivision) shall be the:

"Cass County Emergency Services Board" (CCESB).

On April 3, 2012, the voters of Cass County approved a sales tax initiative for the upgrade of the current radio infrastructure for Cass County. With the passage of this sales tax Initiative it also creates this political subdivision.

Article II Board of Directors

Pursuant to RSMO 190.335.8 and RSMO 190.335.9, the Cass County Commissioners appointed seven (7) members to the Board of Directors. Following the initial appointment, the Board of Directors shall be elected pursuant to RSMO 190.335.10.

There shall be seven (7) members of the Board of Directors

A. Qualifications

1. Member must have lived in Cass County for a minimum of one (1) year;
2. A member must live in the district in which they represent; and
3. A member must be at least twenty-one (21) years of age.

B. Removal from Board of Directors

1. Failure to attend five (5) consecutive meetings without good cause. Good cause shall include at least 24 hours notice to the Chair unless there is an emergency. Good cause shall be determined by the Board on a case-by-case basis.
2. Conduct prejudicial to the good order and operation of the Centralized Dispatching of emergency services.
3. Neglect of Duty.
4. Moving from represented district.
5. Resignation.

C. Filling a vacancy

1. Vacancy on the Board of Directors shall be filled by the remaining members of the Board. The appointee(s) shall act upon the next general municipal election which a Director(s) are elected to serve the remainder of the unexpired term. (RSMO 190.339.8)

Article III Officers

- A. Chairperson of the Board of Directors – It shall be the duty of the Chairperson to preside at Board meetings, to act as the Official head of the Board of Directors and to execute all contracts required to be executed by the Board of Directors. The Chairperson shall be the member of the Board of Directors elected at-large.
- B. Vice Chairperson – It shall be the duty of the Vice Chairperson to assume the duties of the Chairperson in their absence or disability. (RSMO 190.340.1)
- C. Secretary – The Secretary shall attest all official documents with the seal of the Board of Directors, shall when called upon, make reports pertaining to the business of the Secretary's Office, attend the Board of Director's meeting, supervise the Executive Director of the Board in keeping the official records of the meetings of the Board of Directors, and perform such other duties as may be imposed upon the Secretary by the provisions of RSMO 190.335 to 190.342 and the rules of the Board of Directors (RSMO 190.340.2). The Executive Director shall be the custodian of records for the Board for purposes of Section 610.023 RSMo, and the Secretary may delegate other duties relating to record keeping and the drafting of reports to the Executive Director. The Secretary shall preside over the meeting in the absence of the Chairperson and the Vice Chairperson.
- D. Treasurer - The Treasurer shall be the head custodian of the funds of the Board of Directors and pay money out of the treasury only upon valid checks or drafts drawn from the treasury (RSMO 190.340.3). The Treasurer shall work with the Chair and Executive Director of the Board to construct an annual budget for presentation to the board.

The Treasurer shall enter into the surety bond with a surety company authorized to do business in Missouri, and the cost of such bond shall be paid by the Board of Directors (RSMO 190.339.4).

All members of the Board of Directors shall be covered by the surety bond, and all members shall be authorized to pay money out of the treasury, only upon valid checks or drafts drawn from the treasury. Checks or drafts require two (2) signatures of the Board of Directors.
- E. Terms for Officers – With the exception of the Chairperson, Officers shall be elected annually by the members at the April regular meeting of the Board of Directors. Elections shall be by roll call vote and a majority of the votes cast shall elect. Each officer shall take office immediately upon election, and serve

a one-year term and may be reelected consecutively to the same office for an additional one-year term. Officer vacancies may be filled by said process at any regular meeting of the Board of Directors.

Article IV Meetings

- A. The Board of Directors shall hold its regular meeting on the 3rd Wednesday of each month. These meetings will be held at the Executive Director's Office located at 801 S. Commercial Street, Harrisonville, Missouri. The regular meeting may be held at a different date by a vote of the Board in accordance with the requirements of the CCESB Sunshine Law Policy regarding meeting notices.
- B. Special Meeting may be called by the Chairperson.
- C. A regular meeting or special meeting may meet in a different location within the County of Cass when so called by the Chairperson.
- D. It is the policy of the CCESB to comply with the provisions of the Missouri Sunshine Law, Chapter 610, RSMo. In furtherance of this policy, the CCESB has adopted a written Sunshine Law Policy.
- E. The board meeting agenda shall be as follows:
 - a. Call to Order
 - b. Roll Call (Quorum)
 - c. Pledge of Allegiance
 - d. Public Participation
 - e. Old Business
 - f. New Business
 - g. Executive Session
 - h. Next Meeting Date and Time
 - i. Adjourn from Regular Session.
- F. The Chairperson may cancel a regular meeting when information is known in advance that a quorum will not be obtained.
- G. The Chairperson may cancel a regular meeting when he or she determines that adverse weather, health, or office conditions render a meeting inadvisable or impractical. Alternatively, in those situations and if it is feasible, the Chairperson may schedule the regular meeting to be conducted via videoconference, subject to compliance with the Missouri Sunshine Law, Chapter 610, RSMo.

Article V Committees

- A. Committees may be appointed by the Chairperson when deemed necessary by the Board of Directors. The Executive Director shall be a non-voting ex officio member of all committees.
- B. Committees shall meet quarterly at a minimum or more if needed.

- C. The following committees shall be considered to be standing committees that are empowered to address the Board of Directors and advise them on the committee's respective subject. The Executive Director may schedule joint committee meetings to maximize efficiency in the dissemination of information and matters to be discussed.
- a. Technical Committee. The Technical Committee consists of one member from each of the five PSAPs. The Technical Committee assists the Executive Director with 9-1-1, computer issues, and radio programming. Quorum shall be 3 members.
 - b. PSAP Committee. The PSAP Committee consists of the five PSAP managers to advise the ESB on issues related to 9-1-1 and radio dispatching needs. Quorum shall be 3 members.
 - c. Radio System Users Committee. The Radio System Users Committee consists of one representative from each of the public safety and public works agencies that are on the Cass County Radio System. Quorum shall be 5 members.
- D. Any committee may by motion or resolution issue recommendations for actions to be considered by the Board of Directors. The Executive Director shall present any such recommendations in writing to the Board promptly.

Article VI Election of Members

The members of the Board of Directors shall be elected pursuant to RSMO 190.335.10. Three (3) members shall be elected from each district that coincides with the Cass County Commission Districts and 1 member shall be elected at large. The member elected at-large shall serve as the Chairperson of the Board of Directors. Of those first elected, four members from the districts shall be elected for a term of two (2) years and two members and the member at-large shall be elected for a term of four (4) years, thereafter, all terms shall be for four (4) years.

Article VII Quorum and Action

A quorum will consist of four (4) members of the Board of Directors. The concurrence of four (4) members of the Board of Directors is required to be valid as the act of the Board of Directors.

Article VIII Amendments

An amendment to these bylaws may be proposed through a resolution by majority vote at any meeting and then be approved by majority vote at the next meeting.

Article IV Parliamentary Authority

The Cass County Emergency Services Board will follow the Revised Roberts Rule of Order, as may be waived or modified at any time by the Board of Directors.

Article X Employees

The Cass County Emergency Services Board shall reserve the right to hire employees to serve the Board of Directors as needed.

ARTICLE XI Fiscal Year and Audit

The fiscal year shall end each year on the 31st day of December. The Board of Directors shall direct that an annual audit of the books of account and financial records of this political subdivision be performed by an independent accounting firm.

ARTICLE XII Technical Requirements, Performance Standards, and User Agreements

- A. The Board of Directors may establish by resolution specific technical requirements, performance standards, and other rules applicable to the use of the emergency radio and dispatching systems in Cass County ("Requirements"). Before adopting any Requirements, a written proposal for establishment shall be prepared and/or presented by the Executive Director to the committee(s) most closely related to the proposed rules. Any committee receiving such proposal shall meet and consider it within thirty (30) days of submission and may vote to make a recommendation of approval, approval with suggested modifications, or rejection to the Board of Directors. The committee may also adopt specific written comments on the proposal to communicate to the Board of Directors.
- B. The Executive Director shall submit a report of committee action on proposed Requirements to the Board of Directors. Such report shall include the original written proposal and any committee actions taken, and the report may also include modifications of the proposed rules recommended by the Executive Directors after receipt of committee input.
- C. No new Requirements may be adopted by the Board of Directors unless written notice is provided to all agencies determined by the Executive Director to be affected by such adoption at least seven (7) calendar days in advance of the meeting at which adoption will be considered. Any agency receiving such notice may provide comments at such meeting or may submit written comments to the Board of Directors in advance.

- D. The Board of Directors may adopt forms of user agreements to govern use of the emergency radio and/or dispatching systems. Such agreements shall require users to comply with all Requirements and may include enforcement provisions. Any agency utilizing such systems shall be provided at least ninety (90) days to approve and execute such user agreements. If an agency fails to approve and execute a user agreement within that period of time, the Board of Directors may exercise any remedies authorized by applicable law, including without limitation temporarily routing dispatching services through an alternative site or making other modifications to services as may be needed to ensure the affected system(s) provide reasonably good service to all users. If an agency continues to not execute a user agreement, or if remedial measures are not sufficient to resolve issues of noncompliance, then the Board's remedies may include taking any action needed to terminate provision of emergency radio or dispatching services to the non-compliant agency.
- E. The Requirements may be supplemented or otherwise amended by the Board of Directors from time to time. Any such amendments shall be promptly communicated to all users of the affected system(s). The user agreements shall mandate all users to remain aware of and in compliance with all current Requirements.

These Amended and Restated Bylaws are adopted as of the 16th day of September, 2026.

Signed:

Kristofer P. Turnbow, Chair

Date

Attest:

Chris Kurzweil, Secretary

Date

RESOLUTION NO. 26-011

A RESOLUTION APPROVING AN UPDATED SUNSHINE LAW POLICY.

BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CASS COUNTY EMERGENCY SERVICES BOARD, AS FOLLOWS:

SECTION 1. That the Board of Directors (“Board”) for the Cass County Emergency Services Board hereby approves the Open Meetings and Records Policy, a copy of which is attached hereto. Said policy supersedes any prior policies covering the same subjects.

SECTION 2. That the officers of the Board, including the Chairman and Secretary, are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution or taking of such action shall be conclusive evidence of such determination.

PASSED THIS 16TH DAY OF SEPTEMBER, 2026, BY THE BOARD OF DIRECTORS OF THE CASS COUNTY EMERGENCY SERVICES BOARD.

Kristofer Turnbow
Chairman

ATTEST:

Chris Kurzweil
Secretary

CASS COUNTY EMERGENCY SERVICES BOARD OPEN MEETINGS AND RECORDS POLICY

The Cass County Emergency Services Board hereby adopts for its Open Meetings and Records Policy, the “Sunshine Law”, as set forth in Chapter 610 of the Revised Statutes of Missouri, as amended, and the following supplementary definitions and procedures:

Section 1. Definitions. In addition to the definitions set forth in Chapter 610 RSMo., the following definitions shall apply:

CCESB—The Cass County Emergency Services Board.

CCESB governmental body—Any body, agency, council, board, commission, or committee of the CCESB whether operating in a legislative or administrative capacity, including:

- a. Any committee appointed by or at the direction of any of the above-referenced entities and which is authorized to report to any of those entities; or
- b. Any advisory committee appointed by or at the direction of any of the named entities for the specific purpose of recommending, directly to such entity policy or policy revisions or expenditures of public funds.

Custodian of Records—The Executive Director of the CCESB or designee.

Section 2. Policy for Open Meetings and Records; Compliance with Missouri Sunshine Law. It is the policy of the CCESB that meetings, records, votes, actions, and deliberations of the CCESB be open to the public unless otherwise provided by law and this Policy. A copy of this Policy and the Sunshine Law shall be kept available for public use, inspection, and examination at the primary office of the CCESB during normal business hours. If any provision of this Policy is determined to conflict with the provisions of the Sunshine Law, this Policy is hereby amended to delete the conflicting provision to the extent of the conflict.

Section 3. Meetings, Records, and Votes to be Public—Exceptions.

A. ***Open Records; Exceptions.*** All meetings, records, and votes are open to the public, except that any meeting, record, or vote relating to one (1) or more of the matters set out in §610.021 RSMo. as well as all other materials designated or authorized to be closed elsewhere in the Sunshine Law or otherwise, shall be closed unless a majority of the CCESB governing body votes to make such materials public.

B. ***Closed Meeting Procedure.*** Before closing a meeting to the public, a majority of a quorum of the CCESB governmental body shall vote to do so in a public vote. The vote of each member of the CCESB governmental body on the question of closing the meeting or vote and the reason for closing the meeting by reference to a specific exception shall be announced at an open meeting of the CCESB governmental body and entered into the minutes. Every vote taken in a closed meeting, including any vote taken to adjourn back to open session, shall be a roll call vote.

C. ***Additional Closed Records.*** Pursuant to applicable law, the following records, meetings, and/or votes shall also be considered closed records:

1. To allow the fullest cooperation by employees and members of the public in investigation of matters wherein an employee of the CCESB is alleged to have engaged in any form of misconduct, all files, records, and documents relating to investigations of allegations of misconduct by CCESB employees will be considered to be personal information as defined by §610.021(13) of the Sunshine Law and shall be closed records.

2. Based on the reasoning within Attorney General Opinion 95-2001 and *City of Springfield v. Events Publishing Co., LLC*, 951 S.W.2d 366 (Mo. App. 1997), this Policy hereby assumes that persons having dealings with the CCESB have a reasonable expectation of privacy in CCESB records containing information or entries of a personal, confidential, private, or proprietary nature including, but not limited to, income, sales data, financial circumstances, household and family relationships, social security numbers, dates of birth, insurance information, and other information which reasonable persons generally regard as private and not a customary subject for public discourse. Accordingly, to protect reasonable expectations of privacy on the part of persons having dealings with the CCESB, CCESB records containing the above information, having been provided to the CCESB by one complying with regulations or policies requiring the disclosure of such information, shall be to the extent authorized by law redacted from copies of CCESB records disclosed or provided to members of the public other than those persons to whom the information or entries pertain. People desiring access to information or entries redacted from such records shall file a supplementary written request with the Custodian of Records for disclosure of material to be specified in the request, which request should state:

- a) Whether or not the requesting party has informed people to whom the requested information pertains to of the request; and
- b) All reasons why the requesting party believes disclosure by the CCESB of the specified information is in the public interest.

Such closed records may be opened if the CCESB governing body votes to make such closed records public or the CCESB is so ordered by a court of competent jurisdiction.

3. Subject to the provisions for closed records, a person requesting to inspect and copy public records retained by the CCESB that are or are reasonably believed by the Custodian of Records to be subject to copyright protection may have access to and view those records; *provided* that the requestor may not copy or otherwise reproduce the records *unless*:

- a) The requestor has received written authorization from the copyright owner to reproduce the records and has submitted the authorization to the Custodian;
- b) The requestor is a law enforcement agency or other federal, state, or local governmental authority seeking the records in furtherance of an ongoing investigation; or
- c) The Custodian is ordered by a court of competent jurisdiction to reproduce the records.

D. ***Duty to Preserve Confidentiality.*** Every member of the CCESB governmental body who attends a closed meeting of the CCESB governmental body or who has been supplied with closed record(s) shall have a duty to preserve the confidentiality of all information discussed or disclosed in that closed meeting and/or record. Any member found to have breached this duty may be excluded from attending subsequent closed meetings and be denied further access to closed records by the CCESB governing body.

E. ***Minutes.*** In any open or closed meeting, minutes shall be taken including the date, time, place, members present, members absent, and location of the meeting and a record of all votes taken at the meeting, including the vote or abstention of each individual member for all roll call votes.

Section 4. Response to Request for Access to Records.

A. ***Request for Access Form and Procedure.*** All requests for access to public records must be addressed to the Custodian of Records to be considered a request under Chapter 610 RSMo. Further all requests should be in writing and use the CCESB's public records form. An example CCESB request form is attached hereto as Attachment 1, but the Custodian of Records has the authority to update and revise the same in compliance with the Sunshine Law and this Policy. The request form, as may be amended, shall be available on the CCESB's website and made available from the Custodian of Records upon request. To maintain the integrity of official records and compliance with the Sunshine Law, only the Custodian of Records or designee is authorized to receive and respond to requests subject to the Sunshine Law on behalf of the CCESB.

B. ***Response Procedure.*** Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third (3rd) business day (not including weekends or holidays) following the date the request is received by the Custodian of Records. Records sent to the Custodian of Records after CCESB office hours shall be considered received on the next business day. If records are requested in a certain format, the CCESB shall provide the records in the requested format, if such format is available. If the requestor does not specify the manner in which a response is desired, the Custodian of Records will respond in the same manner as the request. The Custodian shall document the request in any response either by attaching the request to the response or listing the request as stated by the requestor in the CCESB's response.

If access to the public record is not granted by the end of the third (3rd) business day, the Custodian of Records shall give a detailed explanation of the cause for delay and the place and earliest time and date the records will be available for inspection. This period for record production may exceed three (3) business days for reasonable cause. If clarification is needed by the Custodian of Records to understand a request, the Custodian of Records shall request such clarification in writing and inform the requester that the request will be deemed withdrawn if the Custodian does not receive clarification regarding the request within ninety (90) days, or one hundred and fifty (150) days if the estimated fees are in excess of one thousand five hundred dollars (\$1,500.00), of such request for clarification.

C. ***Access Denied Procedure.*** If a request or portion of a request for access is denied, the Custodian of Records shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific section of law under which access is denied.

D. **Original Records.** Removal of original public records from the CCESB offices or other office of the Custodian of Records without written permission of the Custodian of Records is prohibited.

E. **No Exclusive Access.** The CCESB shall not grant to any person or entity, whether by contract, license, or otherwise, the exclusive right to access and disseminate any public record unless the granting of such right is necessary to facilitate coordination with, or uniformity among, industry regulators having similar authority.

Section 5. Records not Retained by the CCESB. In accordance with the Municipal Records Retention Schedule established by the Local Records Board and published by the Missouri Secretary of State under the Local Records Preservation Program, the following are not considered records that need to be retained and, therefore, it is the policy of the CCESB not to retain:

1. Drafts, non-final versions of records, and other work product unless otherwise required by law.
2. Identical copies of records maintained.
3. Extra copies of printed or processed materials (official copies of which are retained by the Custodian of Records).
4. Superseded manuals and other directives (maintained outside the office of record).
5. Materials documenting employee fringe activities (social and professional meetings, etc.).
6. Blank forms.
7. Catalogs, trade journals, and other publications or papers received from government agencies, commercial firms, or private institutions that require no action and are not part of a CCESB transaction.
8. In lieu of retaining each email record in a series (sometimes called a “chain” or “thread”), the Custodian may retain only the “response” email record if that response contains the original email text and any attachments as well as the origin of the email including date and time (i.e., the response contains all the information contained in the original email record).
9. Listserv messages, other than those posted in an official capacity (unless the messages are relied upon in the development of management, financial, operating procedures, or other policy matters).
10. Interoffice messages regarding:
 - (a) Employee activities such as holidays, birthdays, etc.;
 - (b) Phone messages; or
 - (c) Invitations and responses to work related events (meetings, etc.).

11. Input to AI platforms provided that any output used to create a CCESB record or policy shall be considered a record.

Nothing in this Policy shall be deemed to require retention of a record not otherwise required by law to be retained nor authorize destruction of any record required to be maintained as required by the current Municipal Records Retention Schedule established by the Local Records Board and published by the Missouri Secretary of State under the Local Records Preservation Program or other applicable law.

Section 6. Access to Closed Records.

A. **CCESB inspection of Closed Records Procedures.** No person shall be entitled access to any closed record except as permitted by this section or as may be required by order of a court of competent jurisdiction. All closed records shall be subject to inspection and access by the members of the CCESB governing body, CCESB's Attorney, Executive Director, and the Custodian of Records subject to the following qualifications:

1. Lawfully closed records pertaining to the performance or conduct of any of the above-listed individuals shall be further closed to such individuals if the record identifies the individual and the statutory basis for closure;
2. No such person who has declared a conflict of interest preventing that person from acting on the matter shall be entitled to access the closed record where the record contains information that would create a conflict of interest or an apparent conflict of interest; and
3. Records otherwise specifically prohibited from disclosure by law shall be disclosed only as permitted by such law.

B. **Employee's Personnel File Procedure.** Except as provided above, the Custodian of Records may provide current or former employees of the CCESB access to closed personnel records specifically relating to such current employee upon a written request by or authorization from such employee; provided that the Custodian of Records may deny such request when the record is also properly closed for purposes other than protection of employee information pursuant to §610.012(3) or (13) of the Sunshine Law, or the request relates to a pending investigation or dispute.

C. **CCESB Permission.** Access to a specific record may also be established by a motion supported by an affirmative vote of a majority of the members of the CCESB governing body.

Section 7. Public Record Containing Exempt and Nonexempt Materials—Deleted Exempt Materials to be Explained, Exception.

A. **Exempt Material Procedure.** If a public record contains both material which is exempt from disclosure as well as material which is not exempt from disclosure, the Custodian of Records shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying.

B. **Exempt Material Described.** If the separation is readily apparent to a person requesting to inspect or receive copies of the public record, the Custodian of Records shall generally describe the

material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

Section 8. Fees.

A. **Applicable Fees.** To the fullest extent permitted by law, the Custodian of Records is authorized to impose fees for the CCESB's cost of research, search, and duplication in complying with records requests. The maximum fees to be imposed herein shall be the CCESB's actual costs in accordance with the Sunshine Law, including the obligation to utilize employees resulting in the lowest amount of charges for search, research, and duplication time, and with the following:

1. **Research and Search Time.** Any search and research time required to locate or determine whether responsive records exist that take under fifteen (15) minutes shall be provided at no charge. Any search and research time fifteen (15) minutes or over shall be charged at CCESB's actual cost in accordance with Section 610.026 RSMo.
2. **Duplication Fees.** Fees for duplication of responsive records shall be ten cents (\$.10) per side of page for a paper copy not larger than nine by fourteen inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the CCESB. Fees for other duplication and programing costs, if necessary, shall be as provided in Section 610.026 RSMo. The City may also charge for the copy of the disk, tape, flash drive, or other medium used for duplication.
3. **Inspection of Records.** To reduce the cost to both the requesting party and the CCESB, the Custodian of records may permit a physical inspection of the records by the requesting party to help specify the records sought. The Custodian shall take any security measures reasonably appropriate to ensure no record is removed from the CCESB's files during any such inspection.

B. **Prepayment.** The Custodian of Records may request and receive payment of estimated fees prior to duplicating and/or searching for records for any request estimated to take longer than fifteen (15) minutes. Pursuant to § 610.026.2(2) RSMo., when requesting prepayment of fees, the Custodian of Records shall notify the requester in writing that if the required fees are not paid within ninety (90) days, or one hundred and fifty (150) days if the fees are estimated to exceed one thousand five hundred dollars (\$1,500.00), the request will be considered withdrawn. Custodian may require payment of its costs prior to releasing all responsive records.

C. **Fee Waiver; When.** Upon request, records may be furnished without charge or at a reduced charge when the CCESB governing body determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to the public understanding of the operations or activities of the CCESB and is not primarily in the commercial or personal interest of the requester. If a person requests a waiver of fees, that person shall be advised by the Custodian of Records that only the governing body may waive fees and obtain confirmation that they wish to proceed with the waiver request with the understanding that the CCESB shall hold the request in abeyance until the next meeting of the CCESB governing body where the Custodian can present the request.

Section 9. Videoconference Meetings.

A. **Policy Statement; Videoconference Meetings Permitted.** While it is legally permissible for members of the CCESB's public governmental bodies to attend meetings and vote via videoconference transmission, a member's use of videoconference attendance for physically located meetings should occur only sparingly. Because it is good public policy for citizens to have the opportunity to meet with their elected officials face to face, elected members of a public governmental body should endeavor to be physically present at all regular meetings. However, videoconferencing technology and the availability of such technology allows the public and members to fully participate as if physically present, which can increase attendance at meetings and transparency in government. The primary purpose of attendance by videoconference connection should be to accommodate the public governmental body as a whole to allow meetings to occur when circumstances would otherwise prevent the physical attendance of a quorum of the body.

B. **Videoconference Defined.** For purposes of this section, "videoconference" or "videoconferencing" shall refer to a means of communication where at least one (1) member of a public governmental body or the public participates in the public meeting via an electronic connection generally made up of a live video transmission of the members of the public governmental body (whether attending in person or electronically) and a live audio transmission so that all members of the public governmental body and public (whether attending in person or electronically) can hear the public governmental body and the persons attending via videoconference.

C. **Frequency of Use of Videoconference Attendance.** Except meetings which are to be held solely by videoconferencing as authorized herein, unless otherwise approved by the members in physical attendance at a meeting, a member of a public governmental body shall not attend more than three (3) meetings via videoconference in a rolling twelve-month period. Attendance via videoconference of physically located meetings should only occur sparingly and for good cause. Such good cause shall include reasons such as travelling or illness or injury of the member or a member of his or her immediate family, including father or mother, spouse, sibling, child, or grandchild.

D. **Meeting Location.** For all hybrid meetings (meaning where members and the public may either attend at a physical location or videoconference), the CCESB shall provide at the posted physical meeting location communication equipment consisting of an audio and visual display, and a camera and microphone so that the member(s) participating via videoconferencing, the members of the public governmental body in physical attendance, and the public in physical attendance may actively participate in the meeting in accordance with rules of meeting decorum. The communication equipment at the physical location of the meeting should allow for all meeting attendees to see, hear, and fully communicate with the videoconferencing participant. Meetings which are only held via videoconference shall only have an electronic location provided by link, access code, or otherwise, and such electronic location shall be provided on the agenda for such meeting and the CCESB's website.

E. **Voting.** Members of a public governmental body attending a public meeting via videoconference are deemed present to the same effect as members of a public governmental body in physical attendance at a public meeting of that governmental body are deemed present. If a component of the videoconference communication fails during the meeting to where the member loses connection, the member attending the meeting by videoconference whose connection failed

shall be deemed absent immediately upon such failure. For an elected member to participate in a roll call vote, the member attending via videoconference must have an operational camera or the member's vote will be counted as absent.

F. **Closed Meetings.** In a meeting where a member of a public governmental body is participating via videoconferencing and the meeting goes into a closed session, all provisions of Missouri law and regulations relating to closed sessions apply. Upon the public governmental body's vote to close the meeting, all members of the general public shall not be present. Likewise, a member of a public governmental body participating via videoconferencing must ensure there are no members of the public present at his or her location to see, hear, or otherwise communicate during the closed session. The member must also take all reasonable precautions to guard against interception of communication by others.

Section 10. Procedures for Resolving Questions of Public Accessibility. The CCESB governmental body or Custodian of Records in doubt about the legality of closing a particular meeting, record, or vote may, subject to approval by the CCESB governmental body, bring suit in the Circuit Court to ascertain the propriety of such action. In addition, the Custodian of Records may seek a formal opinion of the Attorney General or attorney for the CCESB regarding the propriety of such action. In such events, any proposed closed meeting or public access to the record or vote shall be deferred for a reasonable time pending the outcome of the actions so taken.

Section 11. Legal Defense and Liability Exemptions.

A. **Legal Defense.** The CCESB governmental body may, upon affirmative vote of a majority of its members, provide for the legal defense of any member of the CCESB governmental body or any employee of the CCESB charged with a violation of the Sunshine Law.

B. **Policy Compliance; Exempt from Civil Liability.** Pursuant to §610.028 RSMo., any employee, officer, or member of any CCESB governmental body who complies with this written Policy is not guilty of any violation of the provisions of the Sunshine Law or subject to civil liability for any act arising out of adherence to this written Policy.

C. **Reporting Violation; Exempt from Civil Liability.** To the full extent permitted by law, any member of the CCESB governmental body or any employee of the CCESB who in good faith reports a violation of this Policy or the Sunshine Law shall not be deemed guilty of a violation of the provisions of the Sunshine Law nor be subject to civil liability nor shall such person be demoted, fired, suspended, or otherwise disciplined for making such report.

Attachment 1

Cass County Emergency Services Board
Request for Access to Public Records Form
(please type or print)

This Form is provided pursuant to the Open Meetings and Records Policy of the Cass County Emergency Services Board ("CCESB"). A copy of the Policy can be obtained upon request. Completion of this Form will expedite the CCESB's response to your request for access to public records under § 610.023 RSMo.

Access to public records or status of such shall be provided within three business days (excluding weekends and holidays) following receipt of a request. The response may include a request for clarification to understand the records sought or an estimation as to the date, time, and place your records will be available. Requests that require staff research or extensive duplication time shall require prepayment of a deposit of the estimated fees in advance of the CCESB processing the request. Thank you for your cooperation and your interest.

Name of Person Making Request:

Date of Request:

Contact Information of Person Making Request:

Address:

Telephone/Email:

Home: () _____ - _____

Work: () _____ - _____

Mobile: () _____ - _____

Email: _____ @ _____

I would like receive correspondences related to this request by: _____

Public Record(s) Requested (attach additional sheet(s) if necessary; *For us to more quickly locate the records you are requesting, please provide as much information as possible. Ex: The specific address you are interested in, types of records, time frame for the records, etc.*):

Check all that apply:

- ☐ Please let me know in advance of any search or copying fees if the fees will exceed \$_____. [Insert amount you are willing to pay without additional information about the fees]

- ☐ I request that the records responsive to my request be copied and sent to me at the following address or email address: _____ . [Payment of fees is required before releasing responsive records]

I acknowledge that I understand and agree with the information above.

Signature of Person Making Request:

FOR CITY STAFF USE ONLY

To Be Completed by Custodian of Records or Designee

Request No. _____

Date Request Received _____

Search, Research, and Duplication Staff Costs

<u>Staff</u>	<u>Rate</u> (per hour)	<u>Time Expended</u> (1/10 of Hr.)	<u>Totals</u>
Duplication time	\$ _____	x _____ hrs.	= \$ _____
Research time	\$ _____	x _____ hrs.	= \$ _____ ¹
Specialized Duplication or Programming Staff (actual compensation) (Map, plats, blueprints, photos, etc. or programming beyond usual and customary level)			\$ _____
TOTAL STAFF COSTS			\$ _____ (a)
No. of pages duplicated _____ x \$0. ____/page =			\$ _____
Cost of specialized duplication/programming media =			\$ _____
TOTAL DUPLICATION COSTS			\$ _____ (b)
TOTAL ACTUAL COST FOR DOCUMENT SEARCH AND DUPLICATION (a + b)			\$ _____

¹ Per Policy, no charge will be imposed for research and search time less than fifteen (15) minutes.

CASS COUNTY EMERGENCY SERVICES BOARD

A RESOLUTION APPROVING AN AGREEMENT WITH LEXIPOL, LLC FOR TWO-YEAR SUBSCRIPTION FOR GRANT WRITER SERVICES; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, the Board of Directors for the Cass County Emergency Services Board (“CCESB”) was formed by the Cass County Commission pursuant to Section 190.335 RSMo. and is a body corporate and political subdivision of the State of Missouri pursuant to Section 190.339 RSMo., having the duty to provide for central dispatching of emergency services; and

WHEREAS, Lexipol, LLC (“Lexipol”) is a grant assistance company that provides services to public safety agencies, formed in the State of Delaware, having a principal office in Frisco, Texas, which has submitted a proposal to CCESB for setup, configuration, and an automatically renewing, two-year subscription for its GrantWriter Tier 1 – Rural City/Single Department service, including grant research, alerts, consulting, and review, at a cost of \$7,500 per year for a total anticipated cost of \$15,000.00, subject to appropriation in the next fiscal year; and

WHEREAS, Section 70.220 RSMo. provides that any political subdivision of the State of Missouri may contract with other entities, including private corporations, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, and in this case, the purposes of such contract include enhancing operations of public safety and dispatch services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CASS COUNTY EMERGENCY SERVICES BOARD, AS FOLLOWS:

Section 1. The CCESB approves the proposal set forth by Lexipol substantially in the form of **Exhibit 1** hereto and incorporated herein, with such approval being specifically conditioned on annual appropriation of funding by the CCESB as recognized in such proposal; and the Board further authorizes the Chairman to execute the Agreement on behalf of the Board.

Section 2. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED THIS 16TH DAY OF SEPTEMBER, 2026 BY THE BOARD OF DIRECTORS OF THE CASS COUNTY EMERGENCY SERVICES BOARD.

Kristofer Turnbow
Chairman
Cass County Emergency Services Board

ATTEST:

Secretary

EXHIBIT 1

**LEXIPOL MASTER SERVICE AGREEMENT
(Q-223421)**

(see attached)



MASTER SERVICE AGREEMENT

Initial Term Start Date: 09/30/2026

Initial Term End Date: 09/29/2028

Account Executive Information

Alison Randall
Senior Account Executive
arandall@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Marie Beauchamp
Executive Director
ccesb@casscountyesb.com
(816) 887-1952

Cass County Emergency Services Board
801 S Commercial St
Harrisonville, Missouri 64701

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Cass County Emergency Services Board

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year 1 (2026-09-30 to 2027-09-29)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 1 - Rural City/Single Department	\$7,500.00	0%	\$0.00	\$0.00	\$7,500.00
Discount:				\$0.00	Subtotal:	\$7,500.00

002 Year 2 (2027-09-30 to 2028-09-29)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 1 - Rural City/Single Department	\$7,500.00	0%	\$0.00	\$0.00	\$7,500.00
Discount:				\$0.00	Subtotal:	\$7,500.00

Discount:	\$0.00
Subtotal:	\$15,000.00
Tax:	
Total Due:	\$15,000.00

Notes

Program auto renews at the end of the initial term. This can be paid yearly

Exhibit B

Description of Services

GrantWriter Assistance Program (GrantWriter Tier 1 - Rural City/Single Department)

Agencies pursuing multiple grants need a consistent partner that understands their business and can work closely to develop a multi-year grants strategy. Lexipol's Grant Assistance Program is a retainer service combining all our pre-award grant services, including grant research, alerts, consulting and review.

Includes Monthly Grant Retainer Services: Research + Alerts, Consulting, and Review (2-Year Commitment)

- Up to 5 annual user subscriptions to GrantFinder
- 2 Grant Writing Services per year
- Dedicated program manager
- 1x annual strategic planning session
- Complimentary grant alerts for each user subscriber
- Bimonthly grant consulting sessions led by senior grant experts
- Grant application and narrative review by team of experts (maximum 6 per year)
- Biannual performance reports
- Discount off rate card for grant writing services on a per project, per application basis
- Commitment for 2 years - may be billed up front or annually

Annual provisions are subject to expiration if not redeemed within the 12-month period.

Agency Expectations: please note the following services process to ensure our agreement runs smoothly.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your Account Management team.
- A needs assessment worksheet will be sent to gather basic information about your project goals and grant plans for the year, and a meeting will be scheduled to review this information with your Account Management team.
- You will be given access to GrantFinder at this time.
- Your Account Management Team will work with you determine the most viable target grants for your intended projects.
- Selected grant programs and applications can be submitted to your Account Management team for review and consulting.
- Bimonthly or quarterly check-in calls are available, as needed.
- Grant writing services included must be identified and submitted during the annual contract term.
- Additional Grant Writing services are available at a discounted rate and may be added, as needed.

Lexipol is compliant in receiving funding under federally funded grants or contracts for pre and post award services, pursuant to 2 C. F. R. Part 180.

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and the Agency identified in the agreement or cover sheet to which these Terms are attached. Lexipol and the Agency are sometimes referred to herein as a "Party" and collectively as the "Parties." Authorized end users may access and use the Services only through the Agency's rights under this Agreement.

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by the Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the contract documents to which these Terms are attached, including the applicable agreement, cover sheet, pricing exhibit, and any incorporated exhibits or addenda.

1.4 "Custom Agreement Terms" means special contractual terms contained in the applicable cover sheet, pricing exhibit, order form, or similar transaction document. In the event of a conflict, the Custom Agreement Terms will control over these Terms, but only to the extent of the conflict and only where specifically defined as "Custom Agreement Terms."

1.5 "Initial Term" means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Online Services" means all services offered by Lexipol and its partners, affiliates, and licensors through online, internet-based platforms that require account-based access. Online Services include, without limitation, Lexipol's Policy, Training, Reports, Wellness, and Grants Management services.

1.9 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, software, multimedia, information, and other materials provided by Lexipol and/or its licensors via the Services.

1.10 "Professional Services" means those Services that are not part of Lexipol's Online Services and that require the direct professional expertise of Lexipol personnel and/or contractors, including implementation or technical support for Online Services, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts. Professional Services may also be referred to as "One-Time" Services in Lexipol's pricing sheets and service descriptions.

1.11 "Services" means all products and services, including but not limited to all Online Services, software subscriptions, content licensing, Professional Services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.12 "Sponsor Organization" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Termination. This Agreement is effective and enforceable when signed by Agency. It begins on the Initial Term Start Date and will continue through the Initial Term. At the end of the Initial Term, this Agreement will renew for successive one-year periods (each, a "Renewal Term") unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

NOTE: Expiration or termination of this Agreement will not relieve either Party of any obligation or liability accrued before the effective date of expiration or termination, including payment obligations, whether based on renewal or otherwise. Fees are not eligible for refund, proration, or offset in the event of termination for convenience by Agency.

3. **Invoicing; Fees.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees incurred when paying electronically. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Lexipol's pricing sheets are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. **Terms of Service.** The following provisions govern access to and use of Lexipol's Services:

4.1 **Account Management.** Access to Lexipol's Services is personal and unique to Agency. Agency agrees it will not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.2 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes for such programs, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain a written information security program reasonably designed to protect Agency Data and appropriate to the nature of the Services and the Agency Data processed by Lexipol. Lexipol will notify Agency without undue delay after confirming any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control, as required by applicable law. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.3 **Intellectual Property; Use of Content.** Lexipol's Services and all Lexipol Content are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-exclusive, non-sublicensable, and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Except for the limited rights expressly granted in this Agreement, Lexipol and its licensors reserve all rights, title, and interest in and to the Services and Lexipol Content, and no implied licenses are granted. Lexipol Content may be incorporated into Agency's own policies and materials, but Agency may not otherwise share, upload, or distribute Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. Regarding policy content and policy manuals, Agency specifically acknowledges and agrees that, prior to use and final publication, all Agency policies and daily training bulletins (DTBs) have been individually reviewed and adopted by Agency. Agency further acknowledges and agrees that it, and not Lexipol, is considered the "policy maker" regarding each such policy and DTB.

4.4 **Restrictions on Use of Third-Party Platforms (including AI).** Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including but not limited to policy content, training materials, wellness materials, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For Clarity, this Section does not prohibit Agency from using generally available document storage, email or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

5. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. **Warranty.** LEXIPOL WARRANTS THAT THE SERVICES WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES DURING THE TERM AND THAT PROFESSIONAL SERVICES, IF ANY, WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. AGENCY'S SOLE AND EXCLUSIVE REMEDY, AND LEXIPOL'S ENTIRE LIABILITY, FOR A BREACH OF THE FOREGOING WARRANTIES WILL BE FOR LEXIPOL TO REPERFORM THE NONCONFORMING SERVICES OR, IF LEXIPOL CANNOT DO SO WITHIN A REASONABLE TIME, TO TERMINATE THE AFFECTED SERVICES AND REFUND THE PREPAID, UNUSED FEES FOR THE TERMINATED PORTION. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS IS," AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any third-party claim to the extent alleging that the Services, as provided by Lexipol and used by Agency as permitted under this Agreement, infringe or misappropriate such third party's intellectual property rights, and will pay resulting damages, judgments, settlements approved by Lexipol, and reasonable attorneys' fees awarded by a court or included in a settlement approved by Lexipol. Lexipol will have no obligation under this Section to the extent a claim arises from (a) Agency Data, (b) modifications not made by Lexipol, (c) use of the Services in combination with items not provided by Lexipol, if the claim would have been avoided but for such combination, or (d) use of the Services other than as permitted under this Agreement. Agency must (i) promptly notify Lexipol in writing of any indemnified claim, (ii) allow Lexipol to control the defense and settlement of the claim, and (iii) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing payment obligation on Agency without Agency's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

8. **Limitation of Liability.** Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for any indirect, incidental, consequential, special, or exemplary damages, or for any lost profits, revenues, business opportunities, or goodwill. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either Party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both Parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law; Venue.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. To the extent permitted by applicable law, the state and federal courts located in the state in which

Agency is located will have exclusive jurisdiction over any action arising out of or relating to this Agreement, and each Party irrevocably submits to the personal jurisdiction of those courts for that purpose.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a successor in interest in connection with a merger, acquisition, consolidation, or sale of substantially all of the assigning Party's assets, provided that the assignee assumes this Agreement.

9.6 Waiver. Either Party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

10. Termination by Nonappropriation of Funds. Notwithstanding any provision herein to the contrary, the Agency is obligated only to make the payments set forth in the attached Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year at the discretion of the Agency. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the Agency to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.