

FIRST AMENDMENT TO JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER COOPERATIVE MEMORANDUM OF UNDERSTANDING

THIS First Amendment to the Memorandum of Understanding (“Amendment”), entered the date of last signature below (the “Effective Date”), is by and between Johnson County Board of County Commissioners (“BOCC”), a body corporate and political subdivision of the State of Kansas, and the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the “Cities”). BOCC and each City may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered a Memorandum of Understanding (“MOU”) on April 24, 2023 (the “Agreement”), the purpose of which is to enhance partnership between the mental health and criminal justice systems;

B. The Parties acknowledge the importance of timely communication and budgeting to ensure effective fiscal management and coordination;

C. The Parties have discussed and agreed that an annual budget will be delivered to the Cities no later than March 31 of each year; and

D. The Parties further acknowledge that, from time to time, actual costs may exceed the approved budget within a given year, and the BOCC, by and through, the Johnson County Mental Health Center (JCMHC), will cover such overages during that budget year.

AGREEMENT

In consideration of the above, the Parties agree to amend the MOU as follows:

1.1 **Repeal and Replace Section III(b)(xii).** Section III(b)(xii) is hereby repealed in its entirety and replaced with the following:

This section is intentionally left blank as it was repealed by the First Amendment to the MOU.

1.2 **Repeal and Replace Section IV(f).** Section IV(f) is hereby repealed in its entirety and replaced with the following:

f. Covered Costs and Budget Process.

i. Covered Costs. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC, including, but not limited to salary, retirement, expenses, disability, and all other employment-related benefits incident to the Co-

Responder's employment with JCMHC. All additional expenses and reimbursements, if any—including costs for equipment or other resources—will be discussed and agreed upon by the Parties.

ii. Annual Budget Process. JCMHC will prepare and submit an annual budget for the upcoming fiscal year (January 1 – December 31) to the Cities. The Parties agree that this budget will be delivered no later than March 31 of each year.

iii. Salary Adjustments. Salary adjustments, as recommended by JCMHC—including increases, decreases, or other modifications—will be incorporated into the annual budget submitted to the Cities. While these recommendations will be reflected in the proposed budget, they shall not be construed by the Parties as final or binding until the budget is approved by each City.

iv. Mid-Year Expenses. The Parties agree that for any year in which actual costs exceed the approved budget within the given fiscal year, the Board of County Commissioners (BOCC), by and through JCMHC, will cover such overages. It is understood that any expenditures exceeding the approved budget will be reviewed and incorporated into the subsequent year's budget.

v. Billing Process. JCMHC shall invoice each City for its pro rata share of all applicable personnel costs by the 15th of the month following the end of each calendar quarter. Upon receipt of such invoice(s), the Cities shall remit payment to JCMHC for the invoiced amount(s) by the end of the same month.

vi. Compliance with Cash Basis Law and Budgetary Limitations. Fund expenditure shall be subject to the respective budgetary processes of each Party. To the extent that this MOU may be interpreted as requiring any expenditure of funds by any City, the Parties agree and acknowledge that each City is obligated to make such expenditures only to the extent such expenditures may lawfully be made from:

- (a) funds budgeted and appropriated for that purpose during the City's current budget year; or
- (b) funds made available from a lawfully operated revenue-producing source.

1.3 All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF MERRIAM, KANSAS

By: _____

Bob Pape, Mayor

Date: _____

ATTEST: _____

Juli Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF MISSION, KANSAS

By: _____

Solana Flora, Mayor

Date: _____

ATTEST: _____

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF ROELAND PARK

By: _____

Michael Poppa, Mayor

Date: _____

ATTEST: _____

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF FAIRWAY

By: _____

Melanie Hepperly, Mayor

Date: _____

ATTEST: _____

Kim Young, City Clerk

APPROVED AS TO FORM:

Richard Cook, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF WESTWOOD

By: _____

David E. Waters, Mayor

Date: _____

ATTEST: _____

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF WESTWOOD HILLS

By: _____

Rosemary Podrebarac, Mayor

Date: _____

ATTEST: _____

Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

James R. Orr, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF MISSION WOODS

By: _____

Darrell Franklin, Mayor

Date: _____

ATTEST: _____

Shelly Floyd, City Clerk

APPROVED AS TO FORM:

Steven Mauer, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Johnson County Board of County Commissioners (BOCC) through the Johnson County Mental Health Center (JCMHC)

By: _____
Mike Kelly, Chairman
Johnson County Board of County
Commissioners
Date: _____

ATTEST: _____
Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

Natalie Yoza, Assistant County
Counselor