



Jackson County Health Department

Sept. 15-22, 2021

NOTE: on Thursday (9/16), our team discovered a glitch in our data tracking software, which was exporting instances where patients had been hospitalized twice as two separate cases. Because of this, you may notice a disparity between this week's and last week's numbers. This problem has now been fixed and should not affect future reports.

COVID-19 Data

More in depth data can be found on the [JACOHD dashboard](#).

JACOHD

- Total Cases – 37,900
- Total Deaths – 464

Totals by Week:

- Cases – 783
- Deaths – 10

**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard

Current Outbreaks

Abundant Life Church – 15
 Birthday Party – 19
 Ignite Medical Resort, St. Mary's – 6
 Lakewood Kindercare – 10
 Village at Carrol Park - 6

Jackson County Detention Center – 29
 John Knox Village Care Center – 36
 John Knox Village Assisted Living – 9
 Willow Creek Memory Care LS – 10

**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

JACOHD/Jackson County Vaccine Data

**Jackson County vaccine data can be found [here](#).

JACOHD

- Total doses administered – 76,699
- Jackson County
 - 50.1% of Jackson County residents have initiated vaccination; 44.7% have completed vaccination
 - Jackson County's population: 269,503
 - 134,967 first doses have been administered; 248,672 total doses have been administered

JACOHD/TMC Sponsored Testing

Tuesday, Sept. 28, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee's Summit
Weds., Sept. 29, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee's Summit
Symptomatic Testing:	Call 816-404-CARE

JACOHD Vaccine Clinics

Everyone over the age of 12 is eligible for vaccination. Residents can visit jacoht.org/events to find clinic registration and walk-in hours.

Friday, Sept. 24, 2021	4 p.m. – 7 p.m. – Inter City Fire Protection District, KC
Saturday, Sept. 25, 2021	9 a.m. – 12 p.m. – Mattie Rhodes Center, KC
Monday, Sept. 27, 2021	9 a.m. – 11 a.m. – CSL Fresh Food Pantry, Independence
Tuesday, Sept. 28, 2021	11:30 a.m. – 1 p.m. – Hawthorne Place Apartments, Independence

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

September 24 – September 30, 2021

09-24-2021 Friday

NO MEETINGS –

09-27-2021 Monday

NO ANTI-CRIME, INTER-GOVERNMENTAL
AFFAIRS, HEALTH & ENVIRONMENT, LAND USE,
RULES, OR SITE PREPARATION OVERSIGHT
COMMITTEE MEETINGS

9:25 A.M.

Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:35 A.M.

Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:50 A.M.

Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:55 A.M.

Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

10:00 A.M.

LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The County Legislature will have a **public hearing** on Monday, September 27, 2021 at 10:00 A.M. in the Kansas City Legislative Assembly Area, regarding **amended** Ordinance #5542, setting the 2021 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy at .0663 and **amended** Ordinance #5543, setting the 2021 Jackson County Community Mental Health Fund Levy at .1077.

09-28-2021 Tuesday

NO MEETINGS –

09-29-2021 Wednesday 11:00 A.M.

Land Trust of Jackson County Meeting –
Historic Truman Courthouse, 112 W. Lexington,
2nd Floor, Independence, MO 64050

1:00 P.M.

Merit System Commission Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

09-30-2021 Thursday

NO MEETINGS –

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE setting the 2021 Jackson County, Missouri, tax levy.

ORDINANCE NO. 5541, September 13, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, section 540.00 of the Jackson County Code requires the County Legislature to adopt a tax levy sufficient to provide for appropriations in the County budget; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require political subdivisions, including counties, to revise their tax levies as a result of general reassessment; and,

WHEREAS, the County can levy a property tax recoupment rate if assessments are reduced after tax rates are set and the reductions are due to decisions of the State Tax Commission or a court or are due to clerical corrections; and,

WHEREAS, 2019 assessments were substantially reduced due to the factors set out in the previous paragraph, resulting in lost revenues to the County; and,

WHEREAS, the 2021 annual County budget would require the following tax levies on each one hundred dollars of assessed valuation for the fiscal year 2021 after calculation of the levy revisions mandated by sections 137.073 and 137.115 and the Missouri Constitution:

	<u>LEVY</u>
General	\$0.2162
Health	\$0.2637
Park	\$0.1280
Special Road and Bridge	<u>\$0.2466</u>
TOTAL	\$0.8545

and,

WHEREAS, pursuant to authorization granted in sections 67.500 et seq., RSMo, the qualified voters in Jackson County on November 6, 1979, approved Jackson County Proposition #1 which provided for a county-wide sales tax of one-half cent and a corresponding reduction of the County's total property tax levy annually by seventy percent of the total amount of sales tax revenue in the same tax year; and,

WHEREAS, section 67.505, RSMo, requires that after a county has determined its budget, the total property tax levy must be reduced in an amount sufficient to decrease the total property taxes it will collect by an amount equal to 70% of the sales tax revenue in the same tax year; and,

WHEREAS, this estimate is subject to revisions based upon actual sales tax revenues during the calendar year 2021, and the permanent levy adopted in September 2022 will reflect an adjustment based on actual sales tax revenues during calendar year 2021; and,

WHEREAS, section 67.500 defines "sales tax revenue collected" as the amount of sales

tax revenue received by a county during the first six calendar months of any year multiplied by two, which is not to be confused with budgeted revenues; and,

WHEREAS, during the 2020 calendar year, the sales tax revenue was estimated per section 67.500 at \$50,830,335.28, before economic activity taxes were paid; and,

WHEREAS, during the [2021] 2020 calendar year, the actual sales tax revenue was \$48,399,539.32 after economic activity taxes were paid, resulting in a \$2,430,795.96 difference which will be used to adjust the [2020] 2021 sales tax revenue estimate per section 67.505.3; and,

WHEREAS, the adjustment is made by deducting the \$2,430,795.96 from the 2021 estimated sales tax revenues of \$54,602,462.20 to produce \$52,171,666.24, 70% of which is used to reduce the 2021 total property tax levy; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that, based upon estimates of the 2021 sales tax revenues, including the decrease in the actual sales tax revenues during 2020, based upon the appropriations in the 2021 annual County budget, and based upon the levy reductions required by law, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County Tax Levy for fiscal year 2021, on real and personal property within Jackson County, Missouri:


	<u>LEVY</u>
General	\$0.2162
Health	\$0.1921
Park	\$0.1108
Special Road and Bridge	<u>\$0.0633</u>
TOTAL	\$0.5824

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5541 introduced on September 13, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5541.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE setting the 2021 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy.

ORDINANCE NO. 5542, September 13, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, pursuant to sections 205.968 through 205.973, RSMo, as amended, and the vote of the qualified voters of November 2, 1976, there was established for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) a tax levy at the annual rate of ten cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the revisions mandated by statute and the Constitution, there is hereby levied for the [2020] 2021 tax year the rate of [six and fifty-nine hundredths (6.59)] six and sixty-three hundredths (6.63) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop).

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5542 introduced on September 13, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5542.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE setting the 2021 Jackson County Community Mental Health Fund Levy.

ORDINANCE NO. 5543, September 13, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, pursuant to sections 205.975 through 205.990, RSMo, as amended, and the vote of the qualified voters of November 4, 1980, and June 2, 1991, there was established for the Jackson County Community Mental Health Fund a tax levy at the annual rate not to exceed thirteen and three tenths (13.3) cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the levy revision mandated by statute and the Constitution, there is hereby levied for the 2021 tax year the rate of [ten and seventy-one hundredths (10.71)] ten and seventy-seven hundredths (10.77) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Community Mental Health Fund.

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

APPROVED AS TO FORM:

Am D Hall
Chief Deputy County Counselor

Bryan O Covinsky
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5543 introduced on September 13, 2021 was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5543.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE accepting a grant in the amount of \$6,239,932.00 received from the U.S. Treasury relating to emergency rental assistance authorized by the American Rescue Plan Act of 2021, appropriating \$6,239,932.00 from the undesignated fund balance of the 2021 Grant Fund, and authorizing the County Executive to execute an addendum to the Cooperative Agreement with the Community Services League of Independence, MO, to administer the rental assistance funding on behalf of Jackson County, at a cost to the County not to exceed \$6,239,932.00.

ORDINANCE NO. 5546, September 20, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, on March 11, 2020, the World Health Organization declared a pandemic due to COVID-19; and,

WHEREAS, the United States government has approved multiple emergency relief packages to provide funds to the County, other local governments, and citizens to meet unanticipated public health and economic needs caused by the pandemic; and,

WHEREAS, an emergency rental assistance (ERA) program included within the Consolidated Appropriations Act, 2021, made available \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and,

WHEREAS, on January 26, 2021, the County received its initial allocation of ERA funds from the U.S. Treasury in the amount of \$11,550,205.00; and,

WHEREAS, by Ordinance 5493, dated March 15, 2021, the Legislature did appropriate these ERA funds and authorize a Cooperative Agreement with the Community Services League (CSL) of Independence, MO, to administer the expenditure of funds; and,

WHEREAS, the County is required to use the funds to provide assistance to eligible households through existing or newly created rental assistance programs; and,

WHEREAS, the County may only use the funds to provide financial assistance in the form of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary of the Treasury, to eligible households; and,

WHEREAS, to be eligible, a household must be obligated to pay rent on a residential dwelling and the County must determine that one or more individuals within a household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and the household has a household income at or below 80% of the area's median income; and,

WHEREAS, pursuant to the American Rescue Plan Act of 2021, the U.S. Congress has made an additional \$21.55 billion available for ERA; and,

WHEREAS, because Jackson County qualifies as “high need” as defined by Congress, it has received two tranches of these funds totaling \$6,239,932.00; and,

WHEREAS, it is appropriate that these ERA funds continue to be maintained in a separate and identified County special revenue fund and not commingled with the general or other special revenue funds of the County; and,

WHEREAS, under the ERA2 program, any direct payments to tenants, as opposed to payments to landlords, must be approved by the Legislative Auditor, and rental assistance will be capped at \$1,569.00 per month, reflecting the average market rent for a four-bedroom residential unit in the Kansas City Metropolitan Area; and,

WHEREAS, as provided in Ordinance 5493, it is appropriate that citizens residing throughout the County subject to eviction judgments entered by the Sixteenth Judicial Circuit Court of Jackson County continue to be eligible for ERA funds made available by this Ordinance; and,

WHEREAS, the execution of an addendum to the existing Cooperative Agreement with CSL for the administration of these funds, is in the best interests of the health, safety, and welfare of the citizens of the County; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Emergency Rental Asst 2 010-1040	45238- Increase Revenues	\$3,655,655	
Emergency Rental Asst High Need 010-1041	45239- Increase Revenues	\$2,584,277	
010-32810	Undesignated Fund Balance		\$6,239,932
010-32810	Undesignated Fund Balance	\$6,239,932	
Emergency Rental Asst 2 010-1040	56789- Outside Agency Funding		\$3,655,655
Emergency Rental Asst High Need 010-1041	56789- Outside Agency Funding		\$2,584,277

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute an addendum to the Cooperative Agreement with the CSL in a form to be approved by the County Counselor; and,

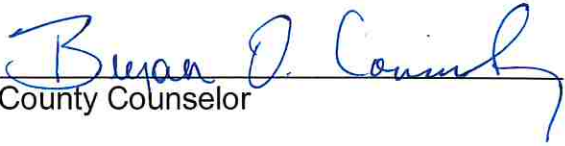
BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement and addendum thereto.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5546 introduced on September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5546.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$6,239,932.00

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

ACCOUNT NUMBER: 010 1040 56789
ACCOUNT TITLE: Grant Fund
Emergency Rental Asst 2
Outside Agency Funding
NOT TO EXCEED: \$3,655,655.00

ACCOUNT NUMBER: 010 1041 56789
ACCOUNT TITLE: Grant Fund
Emergency Rental Asst High Need
Outside Agency Funding
NOT TO EXCEED: \$2,584,277.00

9/16/2021
Date


Chief Administrative Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$240,000.00 from the undesignated fund balance of the 2021 Health Fund, to cover unanticipated budgetary shortfalls within the Medical Examiner's Office.

ORDINANCE NO. 5548, September 27, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Medical Examiner's Office has experienced shortfalls in its budget due to a rise in deaths from homicide, suicide, and overdoses; and,

WHEREAS, to avoid a deficit in the accounts for overtime and forensic consultation and transportation services associated with this rise, an appropriation is required; and,

WHEREAS, a portion of the requested funds are available from increased revenue received by the Office from services provided to other counties and from funds received from the State of Missouri for reporting opioid-related deaths; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation within the 2021 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund			
Medical Examiner			
002-2001	42625- Medical Examiners Fees	\$131,879	
002-2001	45907- Opioid Surveillance ME	\$ 23,753	
002-9999	32810- Undesiganted Fund Balance		\$155,632
002-9999	32810- Undesiganted Fund Balance	\$240,000	
Medical Examiner			
002-2001	55030- Overtime Salaries		\$192,000
002-2001	56060- Medical & Dental Services		\$ 3,000
002-2001	56171- Forensic Transportation Expenses		\$ 45,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No 5548 introduced on September 27, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

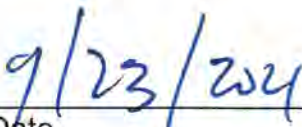
I hereby approve the attached Ordinance No. 5548.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 002 9999 32810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$240,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Ord. #5548

Sponsor: Theresa Cass Galvin

Date: September 27, 2021

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5548
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/27/2021

Introduction

Action Items: ['Appropriate']

Project/Title:

Appropriate funds from the undesignated fund balance of the Health Fund to the Jackson County Medical Examiners Office (JCMEO) 2021 budget to cover budget shortfalls.

Request Summary

As homicide, suicide, and overdose cases within Jackson County continue to rise, the Medical Examiner's Office is requesting appropriation of funds from the undesignated fund balance within the Health Fund to cover a deficit in the overtime budget as well as consultation and forensic transportation services. As one of the only NAME accredited offices in the region, JCMEO has been inundated with requests from outside counties to provide forensic autopsy services for their communities. While providing these services has had an impact on our overtime budget and requires extensive training of new investigators, these services have also exceeded JCMEO's 2021 projected revenue by over 80%. With an additional \$100,000 in projected revenue before the end of year, we request appropriation of funds to cover these shortfalls.

Contact Information

Department:	Medical Examiner	Submitted Date:	9/1/2021
Name:	Lindsey J. Haldiman, D.O.	Email:	LHaldiman@jacksongov.org
Title:	Interim Chief Medical Examiner	Phone:	816-881-6608

Budget Information

Amount authorized by this legislation this fiscal year:	\$240,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$240,000		
Is it transferring fund?	Yes		
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$240,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	2001 (Medical Examiner)	55030 (Overtime Salaries)	\$192,000
002 (Health Fund)	2001 (Medical Examiner)	56060 (Medical & Dental Services)	\$3,000
002 (Health Fund)	2001 (Medical Examiner)	56171 (Forensic Transportation Expense)	\$45,000

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

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

Request for Legislative Action

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Lindsey J. Haldiman, D.O. at 9/1/2021 2:09:01 PM - [Submitted | Current revenue includes medical examiner fees received through 8/17, and autopsy fees from the State of Missouri through 8/20. Additional revenue projected before end of year of at least \$100,000.]

Department Director: Lindsey Haldiman at 9/1/2021 2:38:12 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/1/2021 3:39:45 PM - [Not applicable |]

Compliance: Katie M. Bartle at 9/2/2021 10:04:20 AM - [Approved |]

Finance (Budget): Mark Lang at 9/3/2021 2:47:14 PM - [Returned for more information | On the "Budget Info" tab, under the "Budget Information" section, we need you to input the \$240,000 into the line "Amount authorized by this legislation this fiscal year.]

Submitter: Lindsey Haldiman at 9/3/2021 2:55:26 PM - [Submitted |]

Department Director: Lindsey Haldiman at 9/7/2021 8:39:34 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/7/2021 9:16:04 AM - [Not applicable |]

Compliance: Jaime Guillen at 9/7/2021 11:46:52 AM - [Approved |]

Finance (Budget): Mark Lang at 9/8/2021 2:40:20 PM - [Approved | The fiscal note is attached.]

Executive: Troy Schulte at 9/8/2021 3:41:12 PM - [Returned for more information | Lets add the additional revenue generated this year by Medical Examiner to offset the draw on fund balance. Have Budget modify the fiscal note to show the additional revenue that will be received above current budget estimates for 2021]

Submitter: Kandi L. Brooke at 9/9/2021 9:30:32 AM - [Submitted | Attached revenue numbers to modify fiscal note per request.]

Department Director: Lindsey Haldiman at 9/9/2021 9:42:28 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/9/2021 10:41:33 AM - [Not applicable |]

Compliance: Katie M. Bartle at 9/9/2021 10:54:19 AM - [Approved |]

Finance (Budget): Mark Lang at 9/13/2021 11:04:42 AM - [Approved | A revised fiscal note has been attached.]

Executive: Sylvya Stevenson at 9/13/2021 7:13:23 PM - [Approved |]

Legal: Elizabeth Freeland at 9/23/2021 10:24:19 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a twelve-month extension and Addendum to the term and supply contract for the furnishing of inmate pay telephone services for use by the Department of Corrections with Securus Technologies of Dallas, TX, under the terms and conditions of Invitation to Bid No. 71-16.

RESOLUTION NO. 20768, September 27, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, by Resolution 19503, dated June 5, 2017, the Legislature did award a thirty-six month term and supply contract with two twelve-month options to extend for the furnishing of inmate pay telephone services for use by the Department of Corrections with Securus Technologies of Dallas, TX, under the terms and conditions of Invitation to Bid No. 71-16; and,

WHEREAS, under the proposed final extension, Securus Technologies will provide all required pay telephones and pay tablet services for a flat commission payable to the County in the amount of \$41,666.67 per month; and,

WHEREAS, the attached Addendum and extension will allow the continued and uninterrupted furnishing of inmate phone services through May 31, 2022; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, the contract with Securus Technologies, be extended as recommended by the Director of Finance and Purchasing, and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the extension and Addendum; and,

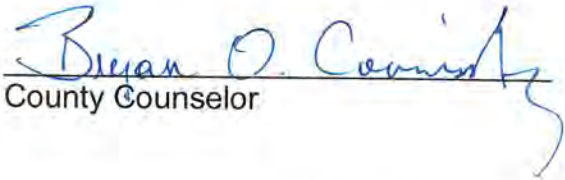
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts and extension and Addendum thereto.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20768 of September 27, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

**JACKSON COUNTY, MISSOURI
INMATE COMMUNICATION SERVICES AGREEMENT
JACKSON COUNTY DEPARTMENT OF CORRECTIONS**

FIRST AMENDMENT

This First Amendment (“First Amendment”) has an effective date of June 1, 2021 (“First Amendment Effective Date”) and amends the Inmate Communications Services Agreement by and between Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) with its principal place of business at 4000 International Parkway, Carrollton, TX 75007 (“Securus”) and Jackson County, Missouri, with its principal place of business at 415 East 12th Street, Kansas City, MO 64106 (“Customer”).

WHEREAS Customer and Securus entered into an Inmate Communication Services Agreement (“Agreement”) on October 1, 2017 with an expiration date of September 30, 2020; and

WHEREAS Customer and Securus entered into a month-to-month term on October 1, 2020 with an expiration date of May 31, 2021; and

WHEREAS Customer and Securus have agreed to amend the Agreement to, among other things, extend the term of the agreement and revise the scope of services and compensation; and

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **THE AGREEMENT** shall be amended to remove the provision, and any reference thereto, of correctional grade tablet services (“Tablets”).
2. **SECTION THREE: TERM** is hereby amended to extend the expiration date of the Agreement from June 1, 2021 through May 31, 2022. Customer, at its sole option, shall have the right to terminate the Agreement at any time during this extension with 60 days written notice to Securus without penalty. Customer shall also have the option to extend this Agreement on a month to month basis with 30 days written notice to Securus. This Agreement will not automatically renew.
3. The following sections in **SECTION FIVE: ITS REVENUE SHARE, PAYMENT, AND REPORTING** shall be amended as follows. All other compensation, except for those explicitly amended herein, shall remain in effect and unchanged:
 - B. As of the First Amendment Effective Date, Securus will remit to Customer a flat monthly revenue share payment in the amount of \$41,666.67 in connection with telephone calls placed from Customer’s facilities. This paragraph 3.B replaces paragraph 5.B of the Original Inmate Communications Service Agreement.
 - C. As of the First Amendment Effective Date, subsection C shall be removed in its entirety.
4. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

Jackson County

Securus Technologies, LLC

Authorized Signature

Authorized Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

Please return signed contract to:
4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

Request for Legislative Action

Res. #20768
 Sponsor: Ronald E. Finley
 Date: September 27, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20768
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	9/27/2021

Introduction
Action Items: ['Amend']
Project/Title:
Amending the contract to extend twelve months for the furnishing of Inmate Pay Telephone Services for use by the Jackson County Sheriff's Office, Detention Center to Securus Technologies of Dallas, Texas under the terms and conditions of Request for Proposal 71-16 on a month-to-month basis, for twelve months.

Request Summary
The Jackson County Sheriff's Office Detention Center requires a Contract for the furnishing of Inmate Pay Telephone Systems and Services. The contract has been amended to exclude the provision of correctional grade tablet services and provide service on a month-to-month basis to allow time for completing the RFP process. We have an emergent need to include offsite, digitally processed mail to prevent contraband from entering the facility. These services along with tablet services for the inmates will be included in the RFP. Under this amended contract, Securus will remit to the County a flat monthly revenue share payment in the amount of \$41,666.67, in connection with telephone calls placed from the JCSO-DC. The purchasing Department issued Request for Proposal No. 71-16 in response to those requirements. The contract has been in place since 2017 and this is the final extension.

Contact Information			
Department:	Corrections	Submitted Date:	8/4/2021
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19503	June 5, 2017

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

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

Fiscal Information	
<ul style="list-style-type: none"> This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Deloris M. Wells at 8/4/2021 11:24:29 AM - [Submitted |]
Department Director: Diana L. Knapp at 8/4/2021 1:45:18 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/4/2021 4:04:18 PM - [Approved |]
Compliance: Katie M. Bartle at 8/4/2021 4:26:10 PM - [Returned for more information | Securus is not in compliance. They can go to jacomocompliance.com to create a profile and submit an application.]
Submitter: Deloris M. Wells at 9/8/2021 2:50:59 PM - [Submitted |]
Department Director: Diana L. Knapp at 9/8/2021 3:05:58 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/8/2021 4:23:50 PM - [Approved |]
Compliance: Katie M. Bartle at 9/9/2021 9:25:29 AM - [Approved | eRLA 194]
Finance (Budget): Mark Lang at 9/9/2021 9:49:57 AM - [Returned for more information | The "Request Summary" states that Jackson County will receive a monthly revenue share of \$414,666.67, however the attached amendment states that the monthly revenue share will be \$41,666.67. Please make these two numbers agree with each other.]
Submitter: Deloris M. Wells at 9/9/2021 1:14:03 PM - [Submitted |]
Department Director: Diana L. Knapp at 9/9/2021 2:23:58 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/9/2021 2:37:21 PM - [Approved |]
Compliance: Katie M. Bartle at 9/10/2021 3:45:13 PM - [Approved |]
Finance (Budget): Mark Lang at 9/13/2021 11:06:27 AM - [Not applicable |]
Executive: Sylvya Stevenson at 9/13/2021 7:15:33 PM - [Approved |]
Legal: Elizabeth Freeland at 9/23/2021 11:00:12 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$44,000.00 within the 2021 General Fund for a reallocation of budgeted funds within the Sixteenth Judicial Circuit Court's budget.

RESOLUTION NO. 20769, September 27, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Sixteenth Judicial Circuit Court has requested a reallocation of budgeted funds to cover the costs of Webex leadership training and staff development; and,

WHEREAS, a transfer is needed to utilize unused travel and education funds to cover the described services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2021 General Fund be and hereby is made:

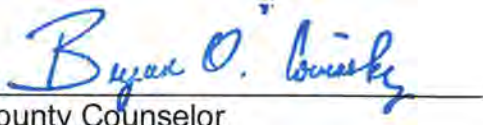
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Circuit Court			
001-3001	56140- Travel Expense	\$28,000	
001-3001	56750- Education Benefits	\$16,000	
001-3001	56790-		
.	Other Contractual Services		\$44,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20769 of September 27, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 3001 56140
ACCOUNT TITLE: General Fund
Circuit Court
Travel Expense
NOT TO EXCEED: \$28,000.00

ACCOUNT NUMBER: 001 3001 56750
ACCOUNT TITLE: General Fund
Circuit Court
Education Benefits
NOT TO EXCEED: \$16,000.00

9/23/2021
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20769

Sponsor: Theresa Cass Galvin

Date: September 27, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20769
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/27/2021

Introduction
Action Items: ['Transfer']
Project/Title:
Transfer of unutilized education and travel appropriations to fund contracted staff training and development.

Request Summary
This transfer is to utilize unused travel and education appropriations for webex leadership training and development court-wide. These funds were not previously used due to COVID restrictions and shut downs.

Contact Information			
Department:	Circuit Court	Submitted Date:	7/29/2021
Name:	Cynthia Freeman	Email:	cynthia.freeman@courts.mo.gov
Title:	Budget & Finance Officer	Phone:	816-881-3643

Budget Information			
Amount authorized by this legislation this fiscal year:			\$44,000
Amount previously authorized this fiscal year:			\$280,164
Total amount authorized after this legislative action:			\$324,164
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	3001 (Circuit Court)	56140 (Travel Expense)	\$28,000
001 (General Fund)	3001 (Circuit Court)	56750 (Education Benefits)	\$16,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	3001 (Circuit Court)	56790 (Other Contractual Services)	\$44,000

Request for Legislative Action

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

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Cynthia Freeman at 7/29/2021 3:43:38 PM - [Submitted |]
Department Director: Mary Marquez at 8/2/2021 12:09:40 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/2/2021 2:09:42 PM - [Returned for more information |
Please attach backup documents; a memorandum or spreadsheet showing the funds available]
Submitter: Cynthia Freeman at 9/9/2021 8:30:00 AM - [Submitted |]
Department Director: Mary Marquez at 9/9/2021 2:49:43 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/9/2021 3:04:43 PM - [Not applicable |]
Compliance: Katie M. Bartle at 9/10/2021 3:46:34 PM - [Approved |]
Finance (Budget): Mark Lang at 9/13/2021 11:21:11 AM - [Approved | The fiscal note has been
attached.]
Executive: Sylvya Stevenson at 9/13/2021 7:18:12 PM - [Approved |]
Legal: Elizabeth Freeland at 9/23/2021 10:25:41 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Administrator to execute ten-year Master Equity Lease and Maintenance Management and Fleet Rental Agreements with Enterprise Fleet Management, Inc., of Merriam, KS, for fleet management and rental services under State of Missouri Contract No. CC192595001, at no cost to the County for 2021, and a cost to the County for 2022 not to exceed \$1,622,422.00.

RESOLUTION NO. 20770, September 27, 2021

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 20695, dated June 14, 2021, the Legislature requested that the County Administration develop a comprehensive fleet vehicle maintenance program and comprehensive plan for the acquisition, repair, and maintenance of County vehicles; and,

WHEREAS, the County Administrator recommends ten-year Master Equity Lease and Maintenance Management and Fleet Rental Agreements with Enterprise Fleet Management, Inc., of Merriam, KS, to provide for the leasing and maintenance of all County light-duty vehicles; and,

WHEREAS, these Agreements will not apply to heavy-duty vehicles such as dump trucks or to specialized equipment; and,

WHEREAS, under these Agreements, beginning in 2022 Enterprise will purchase the County's existing light-duty vehicle fleet and then lease the vehicles back to the County and acquire new vehicles to be leased to the County and provide maintenance for all light-duty vehicles; and,

WHEREAS, the first year cost of these Agreements will not exceed \$1,622,422.00 for 2022; and,

WHEREAS, these Agreements will allow the County to meet various departmental needs and eliminate the need for County staff to manage fleet vehicles and maintenance; and,

WHEREAS, it is projected that these Agreements will result in a savings to the County of \$1.9 million over ten years; and,

WHEREAS, execution of these Agreements are in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Administrator be and hereby is authorized to execute the attached Agreements with Enterprise Fleet Management, Inc.; and,

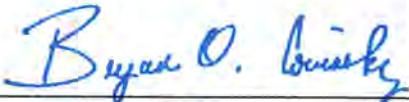
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreements, to the extent that sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20770 of September 27, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

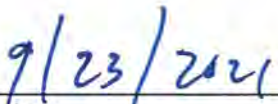
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this expenditure are subject to appropriation in the 2022 and future years' annual budgets.



Date



Chief Administrative Officer



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Jackson County, Missouri (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM JS Customer TS

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6 per month per Card, plus a one time set-up fee of \$ 0.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Jackson County, Missouri
Signature: _____
By: Troy Schulte
Title: County Administrator
Address: 415 E 12th Street
Kansas City, MO 64106

EFM: Enterprise Fleet Management, Inc.
Signature: _____
By: Jesse Sparks
Title: Finance Director
Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM JS Customer TS

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subcontractor, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM JS Customer TS

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Jackson County, Missouri

Signature: _____

By: Troy Schulte

Title: County Administrator

Address: 415 E 12th Street

Kansas City, MO 64106

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Jesse Sparks

Title: Finance Director

Address: 5359 Merriam Drive

Merriam, KS 66203

Date Signed: _____, _____

Initials: EFM JS Customer TS



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Jackson County, Missouri ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a), i of the Master Equity Lease Agreement is amended to read as follows:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with \$250,000 Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - \$250,000 Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - \$250,000 Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - \$250,000 Deductible

Section 11(a), ii of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Jackson County, Missouri (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

Request for Legislative Action

Res. #20770

Sponsor: Charlie Franklin

Date: September 27, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20770
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	9/27/2021

Introduction

Action Items: ['Authorize', 'Award']

Project/Title:

Authorizing the County Executive to enter into a Master Lease Equity Agreement and a Maintenance Management Agreement with Enterprise Fleet Management Inc. under a State of Missouri contract for fleet management for all County departments who currently own cars or light duty trucks.

Request Summary

This resolution will authorize the County Executive to sign all agreements necessary for Jackson County to participate in a State of Missouri contract with Enterprise Fleet Management Inc. for the leasing of all sedans, and light-duty vehicles in various County departments with a projected maintenance and purchase savings to the County of \$1.9 million over ten years. Under this agreement, Jackson County would begin to lease all of its sedans, and light-duty trucks beginning in 2022 instead of each department purchasing and maintaining its own vehicles. Enterprise would purchase our existing fleet of vehicles for a fair market value based on its current condition and resale value. The County would then subsequently lease vehicles from Enterprise Fleet Management who would acquire the vehicles through various governmental vehicle purchase programs. The County would lease those vehicles until such time (1 to 5 years for most vehicles) as the market resale value of the vehicle was maximized and then Enterprise would share the sales proceeds of those used vehicles with the County to offset a portion of the lease costs. The financial savings to the County accrues by maximizing resale value of County vehicles, reducing maintenance costs by driving newer vehicles, and fuel savings through better gas mileage on newer vehicles. Enterprise Fleet Management will also provide contract fleet maintenance services using local service providers, thus eliminating the requirement that current County staff manage that process on behalf of individual departments. The County will continue to directly purchase and maintain its fleet of heavy duty vehicles (dump trucks) and specialized equipment (mowers, skid loaders, etc).

Contact Information

Department:	County Executive Office	Submitted Date:	9/3/2021
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
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Request for Legislative Action

Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$	
Is it transferring fund?		No	
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20695	June 14, 2021

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Troy Schulte at 9/3/2021 10:37:14 AM - [Submitted |]
Department Director: Sylvya Stevenson at 9/3/2021 11:30:51 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/7/2021 9:06:23 AM - [Approved |]
Compliance: Jaime Guillen at 9/7/2021 11:38:13 AM - [Approved |]
Finance (Budget): Mark Lang at 9/7/2021 2:36:48 PM - [Not applicable |]
Executive: Sylvya Stevenson at 9/7/2021 2:56:59 PM - [Approved |]
Legal: Elizabeth Freeland at 9/23/2021 11:02:10 AM - [Approved |]



FLEET MANAGEMENT

PREPARED FOR:

Jackson County, MO

Ken Olsen

FLEET CONSULTANT

314-825-2208

PHONE

Kenneth.P.Olsen@efleets.com

EMAIL



FLEET SYNOPSIS | Jackson County

Executive Summary

Enterprise Fleet Management is a privately held, full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our clients. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks, service vehicles, and emergency response police units.

Jackson County will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Your Account Team is located here in Kansas City so we can quickly arrive in-person to address any of your needs. Gina Lindell will be your Account Manager and will meet with Jackson County 4 times per year at a minimum to discuss strategy, budget preparation, and operational excellence.

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our clients complete oversight of their fleet, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities.

Enterprise is prepared to assist in all aspects of Jackson County's fleet management structure from acquisition to resale. We have already designed a financial model that will guide your Account Team from the start. Leveraging the strong government acquisition power, low mileage patterns, and the Enterprise resale abilities, this financial model will allow the entity to operate a newer, more efficient fleet at a lower budget and overall cost of ownership. This will also reduce the operational fuel and maintenance expenses, along with lowering the carbon footprint.

PARKS & PUBLIC WORKS - SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 59% of the light and medium duty fleet is currently 10 years or older
- 75% of the light and medium duty fleet is currently 6 years or older
- 13 years is the current average age of the fleet
- Over 20 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$1,919,328 in 10 years

- Shorten the current vehicle life cycle from 20 years to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$1 million in capital from the salvage of 151 vehicles in the first five years
- Significantly reduce Maintenance to an average monthly cost of \$41 vs. current \$187
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 72 vehicles predate Anti-Lock Brake standardization (2007)
 - 92 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 137 vehicles predate standardization of back up camera (2018)

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the County will reduce their fuel costs by over 20%. The County will also reduce maintenance cost by approximately 80%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the County will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 112% above Commercial Value Index. By shifting from a reactively replacing inoperable vehicles to planning vehicle purchases, Jackson County will be able replace 156 of its oldest vehicles within the first year, turning 100% of their vehicles into newer, safer, more efficient models.

SHERIFF - SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 12% of the light and medium duty fleet is currently 10 years or older
- 59% of the light and medium duty fleet is currently 6 years or older
- 7 years is the current average age of the fleet
- **Over 11 years** – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$1,117,029 in 10 years

- Shorten the current vehicle life cycle from 11 years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$1.1 million in capital from the salvage of 103 vehicles in the first five years
- Significantly reduce Maintenance to an average monthly cost of \$84 vs. current \$325
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

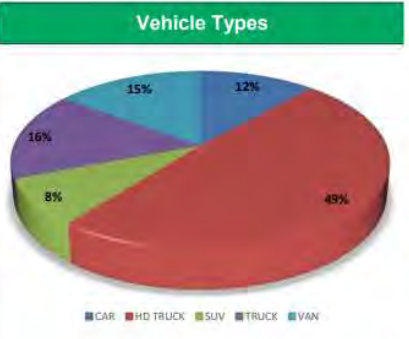
- Currently:
 - 3 vehicles predate Anti-Lock Brake standardization (2007)
 - 12 vehicles predate Electronic Stability Control standardization (2012)
 - *ESC is the most significant safety invention since the seatbelt*
 - 70 vehicles predate standardization of back up camera (2018)

FLEET ANALYSIS | Jackson County Parks

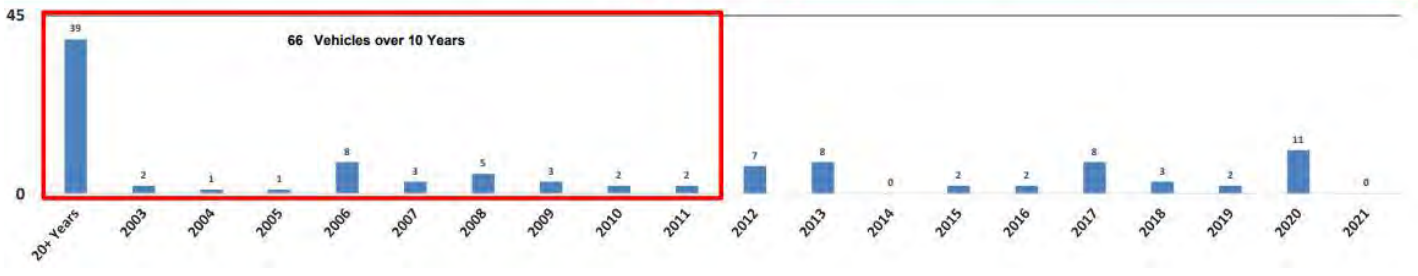
Fleet Profile | Fleet Replacement Schedule | Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized
Full-size Sedan	11	16.2	12,500	11	0	0	0	0	0
Minivan-Cargo	2	4.2	6,200	2	0	0	0	0	0
Minivan-Passenger	4	19.6	5,000	4	0	0	0	0	0
Full-size Van-Passenger	3	15.3	6,100	3	0	0	0	0	0
3/4 Ton Van Cargo	4	1.1	3,000	4	0	0	0	0	0
1 Ton Van Cargo	1	15.3	12,200	1	0	0	0	0	0
Compact SUV 4x4	4	12.8	12,500	4	0	0	0	0	0
Mid Size SUV 4x2	2	20.4	5,900	2	0	0	0	0	0
Mid Size SUV 4x4	1	9.3	4,600	1	0	0	0	0	0
Full Size SUV 4x2	1	19.3	11,200	1	0	0	0	0	0
1/2 Ton Pickup Reg 4x4	14	16.0	8,000	14	0	0	0	0	0
1/2 Ton Pickup Quad 4x4	1	15.3	12,200	1	0	0	0	0	0
3/4 Ton Pickup Reg 4x2	18	18.6	8,900	18	0	0	0	0	0
3/4 Ton Pickup Quad 4x4	1	15.3	9,800	1	0	0	0	0	0
1 Ton Pickup Reg 4x4	15	10.8	7,900	15	0	0	0	0	0
1 Ton Pickup Quad 4x4	5	8.2	9,300	5	0	0	0	0	0
1 Ton Cab Chassis	7	21.5	5,700	7	0	0	0	0	0
Mid Size SUV 4x4 - Ranger	15	7.7	18,300	15	0	0	0	0	0
Totals/Averages	109	13.8	9,800	109	0	0	0	0	0

Fleet replacement based on equity in existing fleet



Model Year Analysis



Current Fleet	109	Fleet Growth	0.00%	Proposed Fleet	109
Current Cycle	20.96	Annual Miles	9,800	Proposed Cycle	3.22
Current Maint.	\$187.00	Current MPG	10	Proposed Maint.	\$44.84
Maint. Cents Per Mile	\$0.23			Price/Gallon	\$1.80

Fleet Costs Analysis

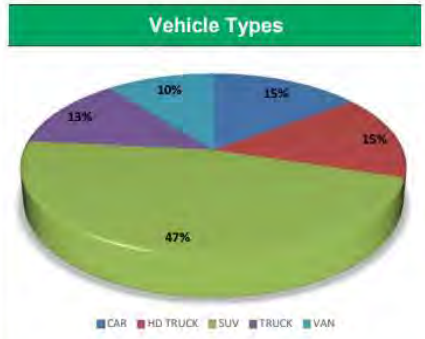
Fiscal Year	Fleet Mix				Fleet Cost				Annual			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	109	5.2	109	0	158,761	0	-2,600		244,596	192,276	593,033	0
'21	101	109	-8	109	0	746,815	-795,855	-71,036	40,696	150,775	71,395	521,638
'22	101	23	-8	109	0	746,815	0	-352,994	40,696	150,775	585,292	7,741
'23	101	57	-8	109	0	746,815	0	-71,036	40,696	150,775	867,250	-274,217
'24	101	23	-8	109	0	746,815	0	-352,994	40,696	150,775	585,292	7,740
'25	101	57	-8	109	0	746,815	0	-869,582	40,696	150,775	68,704	524,329
'26	109	75	0	109	0	746,815	0	-352,994	58,648	153,821	606,290	-13,258
'27	109	57	0	109	0	746,815	0	-71,036	58,648	153,821	888,248	-295,215
'28	109	23	0	109	0	746,815	0	-352,994	58,648	153,821	606,290	-13,258
'29	109	57	0	109	0	746,815	0	-71,036	58,648	153,821	888,248	-295,215
'30	109	23	0	109	0	746,815	0	-1,151,540	58,648	153,821	-192,256	785,288



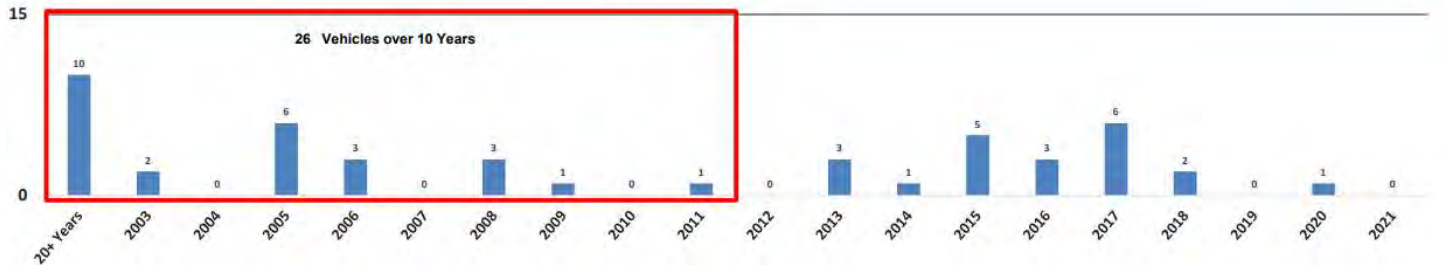
10 Year Savings	\$955,574	Avg. Sustainable Savings	\$33,668
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FLEET ANALYSIS | Jackson County Public Works

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized	
Full-size Sedan	7	15.1	10,900	6	0	0	0	0	1	Fleet replacement based on equity in existing fleet
Minivan-Cargo	2	4.2	2,800	2	0	0	0	0	0	
Minivan-Passenger	3	13.6	12,600	3	0	0	0	0	0	
Compact SUV 4x4	8	7.1	8,800	7	0	0	0	0	1	
Mid Size SUV 4x2	6	18.7	8,600	3	0	0	0	0	3	
Mid Size SUV 4x4	7	9.4	9,300	6	0	0	0	0	1	
Full Size SUV 4x2	1	18.3	8,000	0	0	0	0	0	1	
1/2 Ton Pickup Reg 4x4	3	16.0	9,000	2	0	0	0	0	1	
1/2 Ton Pickup Ext 4x4	3	14.3	13,600	3	0	0	0	0	0	
3/4 Ton Pickup Reg 4x2	4	11.8	7,500	4	0	0	0	0	0	
3/4 Ton Pickup Ext 4x4	3	6.8	12,700	3	0	0	0	0	0	
Totals/Averages	47	12.0	9,600	39	0	0	0	0	8	



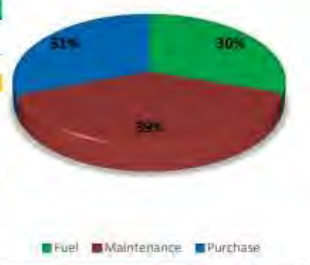
Model Year Analysis



Current Fleet	47	Fleet Growth	-3.91%	Proposed Fleet	39
Current Cycle	15.67	Annual Miles	11,600	Proposed Cycle	1.51
Current Maint.	\$187.00			Proposed Maint.	\$39.66
Maint. Cnts Per Mile	\$0.19	Current MPG	10	Price/Gallon	\$1.80

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost						Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	47	3.0	47	0	82,494	0	-1,500		105,468	81,216	267,678	0
'21	39	39	0	39	0	245,925	-302,060	-70,468	18,561	64,973	-43,069	310,747
'22	39	25	0	39	0	245,925	0	-178,024	18,561	64,973	151,436	116,242
'23	39	37	0	39	0	245,925	0	-70,468	18,561	64,973	258,991	8,687
'24	39	25	0	39	0	245,925	0	-178,024	18,561	64,973	151,436	116,242
'25	39	37	0	39	0	245,925	0	-88,993	18,561	64,973	240,467	27,211
'26	39	27	0	39	0	245,925	0	-178,024	18,561	64,973	151,436	116,242
'27	39	37	0	39	0	245,925	0	-70,468	18,561	64,973	258,991	8,687
'28	39	25	0	39	0	245,925	0	-178,024	18,561	64,973	151,436	116,242
'29	39	37	0	39	0	245,925	0	-70,468	18,561	64,973	258,991	8,687
'30	39	25	0	39	0	245,925	0	-196,548	18,561	64,973	132,911	134,767



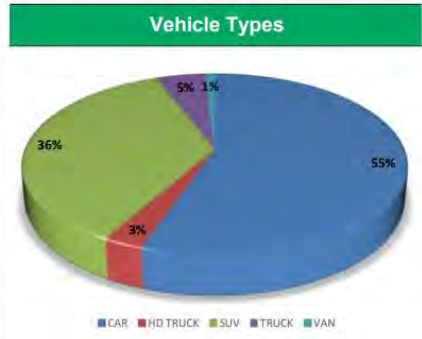
10 Year Savings	\$963,754	Avg. Sustainable Savings	\$76,925
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FLEET ANALYSIS | Jackson County Sheriff

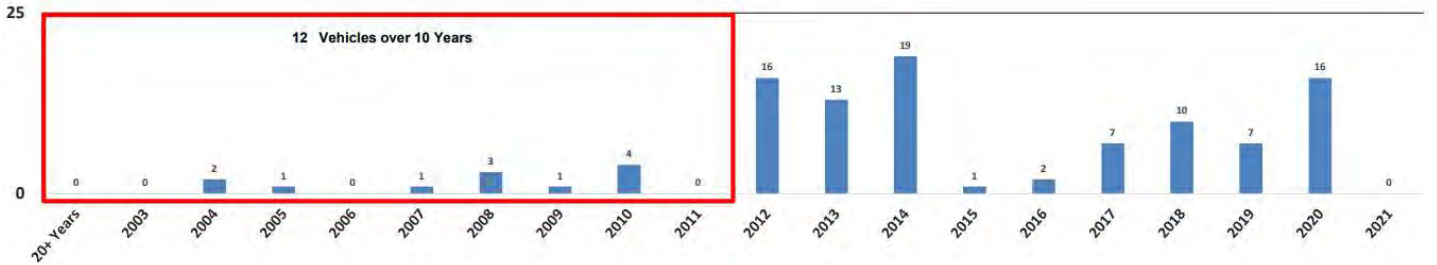
Fleet Profile Fleet Replacement Schedule Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized
Full-size Sedan	57	7.7	16,600	44	7	2	4	0	0
Full-size Van-Passenger	1	17.4	5,100	1	0	0	0	0	0
Compact SUV 4x4	1	8.3	17,800	1	0	0	0	0	0
Mid Size SUV 4x4	15	3.6	16,700	1	3	11	0	0	0
Full Size SUV 4x2	3	11.3	13,500	3	0	0	0	0	0
Full Size SUV 4x4	18	1.3	14,500	0	0	0	2	16	0
1/2 Ton Pickup Reg 4x4	1	11.3	15,700	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x4	2	13.3	11,900	2	0	0	0	0	0
1/2 Ton Pickup Quad 4x4	2	9.8	9,700	1	0	0	1	0	0
3/4 Ton Pickup Ext 4x4	1	14.3	5,500	1	0	0	0	0	0
3/4 Ton Pickup Quad 4x4	1	5.3	12,500	0	0	1	0	0	0
1 Ton Cab Chassis	1	16.4	4,300	1	0	0	0	0	0
Totals/Averages	103	6.5	15,600	56	10	14	7	16	0

* Fiscal Year 2021 = 10 years old and older, or odometer over 100,000
 * Fiscal Year 2022 = 6 years old and older, or odometer over 75,000
 * Fiscal Year 2023 = 3 years old and older, or odometer over 50,000
 * Fiscal Year 2024 = 2 years old and older, or odometer over 25,000
 * Fiscal Year 2025 = Remaining Vehicles
 * Underutilized = Annual Mileage less than 2,500



Model Year Analysis



Fiscal Year	Fleet Mix			Fleet Cost						Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	103	9.1	103	0	342,430	0	-9,100		401,700	337,428	1,072,458	0
'21	103	56	47	56	0	451,212	-181,500	-27,975	239,413	300,737	781,887	290,571
'22	103	14	37	66	0	544,096	-45,050	-39,394	210,433	294,185	964,269	108,188
'23	103	19	23	80	0	674,417	-102,550	-27,975	169,861	285,012	998,765	73,693
'24	103	11	16	87	0	726,505	-105,600	-56,989	149,575	280,426	993,917	78,541
'25	103	23	0	103	0	881,297	-200,000	-427,088	103,207	269,942	627,358	445,099
'26	103	56	0	103	0	881,297		-132,319	103,207	269,942	1,122,127	-49,669
'27	103	17	0	103	0	881,297		-141,778	103,207	269,942	1,112,668	-40,211
'28	103	18	0	103	0	881,297		-106,433	103,207	269,942	1,148,013	-75,556
'29	103	13	0	103	0	881,297		-201,409	103,207	269,942	1,053,037	19,420
'30	103	21	0	103	0	881,297		-448,942	103,207	269,942	805,505	266,952



10 Year Savings	\$1,117,029	Avg. Sustainable Savings	\$24,187
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CASE STUDY | Jackson County

CASE STUDY | CITY OF LENEXA



The City of Lenexa see big savings with new fleet vehicles.

BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lenexa was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

— Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

22%
SAVINGS
IN FUEL COSTS



REDUCED MAINTENANCE
SPEND BY
70%

6%
TOTAL SAVINGS
WITH FLEET AGE
LESS THAN 5 YEARS



PROGRAM RESOURCES | Jackson County

SAFETY

- 39% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

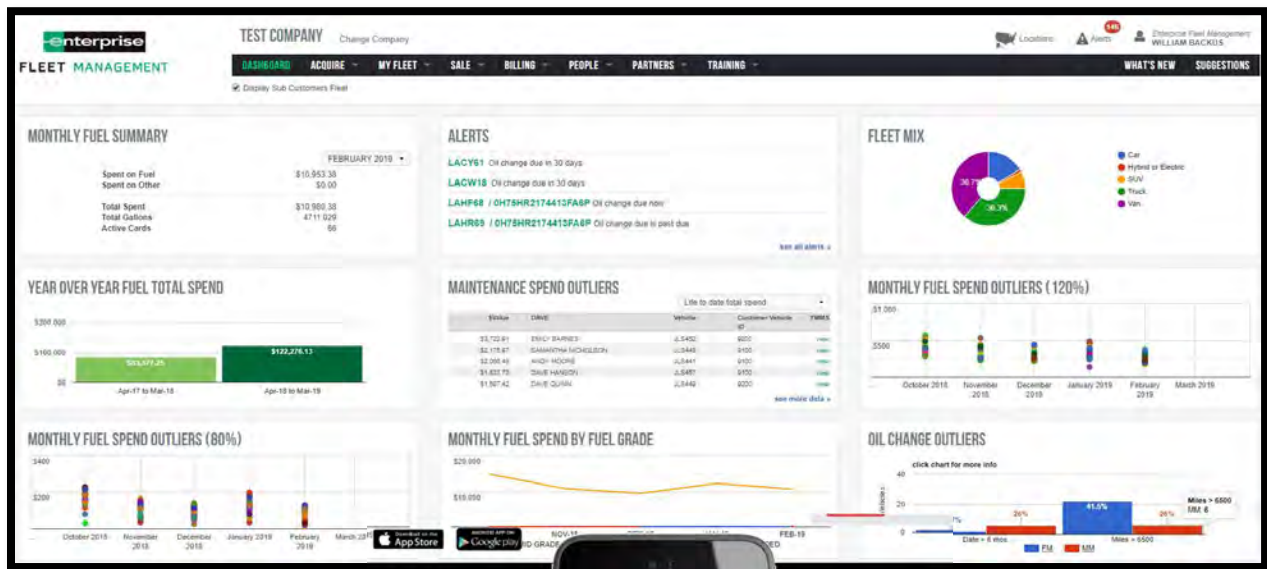
Jackson County will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 4 times at a minimum per year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and fleet replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | Jackson County

LOCAL CURRENT PARTNERS

- State of Missouri
- City of Independence, MO
- City of Lenexa, KS
- City of Branson, MO
- City of Prairie Village, KS
- City of Lake Ozark, MO
- City of Smithville MO
- City of Willard, MO
- Unified Government of Wyandotte County, KS
- Shawnee County, KS
- City of Jefferson City, MO
- City of Raymore, MO
- City of Camdenton, MO
- City of Gladstone, MO
- City of Florissant, MO
- City of Pleasant Hill, MO

COOPERATIVES:

Piggyback the Missouri State Contract for Fleet Management that addresses the following:

- Access to all fleet management services as applicable to the needs of the entity
- Supports the entities need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices
- <https://archive.ia.mo.gov/purch/noa/cc192595.pdf>

Piggyback the Sourcewell awarded RFP #060618-EFM that addresses the following:

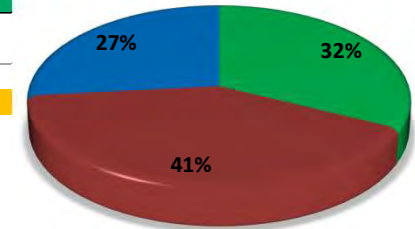
- Access to all fleet management services as applicable to the needs of the entity
- Supports the entities need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices
- **Jackson County's member number is #50994**
- https://www.sourcewell-mn.gov/sites/default/files/2018-09-17/RFP%20060618%20Fleet%20Management_1.pdf
- <https://www.sourcewell-mn.gov/cooperative-purchasing/060618-efm>

Jackson County Parks Dept - Fleet Planning Analysis

Current Fleet	109	Fleet Growth	0.00%	Proposed Fleet	109
Current Cycle	20.96	Annual Miles	9,800	Proposed Cycle	3.22
Current Maint.	\$187.00			Proposed Maint.	\$44.84
Maint. Cents Per Mile	\$0.23	Current MPG	10	Price/Gallon	\$1.80

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost								Annual
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	109	5.2	109	0	158,761	0	-2,600		244,596	192,276	593,033	0
'21	101	109	-8	109	0	746,815	-795,855	-71,036	40,696	150,775	71,395	521,638
'22	101	23	-8	109	0	746,815	0	-352,994	40,696	150,775	585,292	7,741
'23	101	57	-8	109	0	746,815	0	-71,036	40,696	150,775	867,250	-274,217
'24	101	23	-8	109	0	746,815	0	-352,994	40,696	150,775	585,292	7,740
'25	101	57	-8	109	0	746,815	0	-869,582	40,696	150,775	68,704	524,329
'26	109	75	0	109	0	746,815		-352,994	58,648	153,821	606,290	-13,258
'27	109	57	0	109	0	746,815		-71,036	58,648	153,821	888,248	-295,215
'28	109	23	0	109	0	746,815		-352,994	58,648	153,821	606,290	-13,258
'29	109	57	0	109	0	746,815		-71,036	58,648	153,821	888,248	-295,215
'30	109	23	0	109	0	746,815		-1,151,540	58,648	153,821	-192,256	785,288



■ Fuel ■ Maintenance ■ Purchase

10 Year Savings

\$955,574

Avg. Sustainable Savings

\$33,668

Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	109	0	0	0	0	8
Est \$	\$7,301	\$0	\$0	\$0	\$0	\$0
TOTAL	\$795,855	\$0	\$0	\$0	\$0	\$0
Estimated Current Fleet Equity**					\$795,855	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

61% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

enterprise

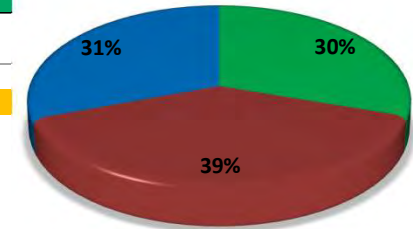
FLEET MANAGEMENT

Jackson County Public Works Dept - Fleet Planning Analysis

Current Fleet	47	Fleet Growth	-3.91%	Proposed Fleet	39
Current Cycle	15.67	Annual Miles	11,600	Proposed Cycle	1.51
Current Maint.	\$187.00			Proposed Maint.	\$39.66
Maint. Cents Per Mile	\$0.19	Current MPG	10	Price/Gallon	\$1.80

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost							Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	47	3.0	47	0	82,494	0	-1,500		105,468	81,216	267,678	0
'21	39	39	0	39	0	245,925	-302,060	-70,468	18,561	64,973	-43,069	310,747
'22	39	25	0	39	0	245,925	0	-178,024	18,561	64,973	151,436	116,242
'23	39	37	0	39	0	245,925	0	-70,468	18,561	64,973	258,991	8,687
'24	39	25	0	39	0	245,925	0	-178,024	18,561	64,973	151,436	116,242
'25	39	37	0	39	0	245,925	0	-88,993	18,561	64,973	240,467	27,211
'26	39	27	0	39	0	245,925		-178,024	18,561	64,973	151,436	116,242
'27	39	37	0	39	0	245,925		-70,468	18,561	64,973	258,991	8,687
'28	39	25	0	39	0	245,925		-178,024	18,561	64,973	151,436	116,242
'29	39	37	0	39	0	245,925		-70,468	18,561	64,973	258,991	8,687
'30	39	25	0	39	0	245,925		-196,548	18,561	64,973	132,911	134,767



■ Fuel ■ Maintenance ■ Purchase

10 Year Savings

\$963,754

Avg. Sustainable Savings

\$76,925

Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	39	0	0	0	0	8
Est \$	\$7,619	\$0	\$0	\$0	\$0	\$613
TOTAL	\$297,160	\$0	\$0	\$0	\$0	\$4,900
Estimated Current Fleet Equity**					\$302,060	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

55% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

enterprise

FLEET MANAGEMENT

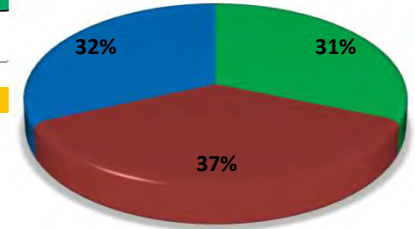
Jackson County, MO - Sheriff - Fleet Planning Analysis

Current Fleet	103	Fleet Growth	0.00%	Proposed Fleet	103
Current Cycle	11.32	Annual Miles	15,600	Proposed Cycle	4.75
Current Maint.	\$325.00			Proposed Maint.	\$83.50
Maint. Cents Per Mile	\$0.25	Current MPG	10	Price/Gallon	\$2.10

Right Cycle Model

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost							Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	103	9.1	103	0	342,430	0	-9,100		401,700	337,428	1,072,458	0
'21	103	56	47	56	0	451,212	-181,500	-27,975	239,413	300,737	781,887	290,571
'22	103	14	37	66	0	544,096	-45,050	-39,394	210,433	294,185	964,269	108,188
'23	103	19	23	80	0	674,417	-102,550	-27,975	169,861	285,012	998,765	73,693
'24	103	11	16	87	0	726,505	-105,600	-56,989	149,575	280,426	993,917	78,541
'25	103	23	0	103	0	881,297	-200,000	-427,088	103,207	269,942	627,358	445,099
'26	103	56	0	103	0	881,297		-132,319	103,207	269,942	1,122,127	-49,669
'27	103	17	0	103	0	881,297		-141,778	103,207	269,942	1,112,668	-40,211
'28	103	18	0	103	0	881,297		-106,433	103,207	269,942	1,148,013	-75,556
'29	103	13	0	103	0	881,297		-201,409	103,207	269,942	1,053,037	19,420
'30	103	21	0	103	0	881,297		-448,942	103,207	269,942	805,505	266,952



■ Fuel ■ Maintenance ■ Purchase

10 Year Savings

\$1,117,029

Avg. Sustainable Savings

\$24,187

Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	56	10	14	7	16	0
Est \$	\$3,241	\$4,505	\$7,325	\$15,086	\$12,500	\$0
TOTAL	\$181,500	\$45,050	\$102,550	\$105,600	\$200,000	\$0
	Estimated Current Fleet Equity**				\$634,700	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

12% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: 8/14/19

CONTRACT TITLE: Fleet Management Services

CURRENT CONTRACT PERIOD:	July 22, 2019 through July 24, 2022	
RENEWAL INFORMATION:	Original Contract Period:	July 22, 2019 through July 24, 2022
	Renewal Options Available:	0
	Potential Final Expiration:	July 22, 2019 through July 24, 2022
BUYER INFORMATION:	Jason Kolks 573-522-1620 Jason.kolks@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC192595001	4316978070 0 / MB00131264	Enterprise Fleet Management, Inc. 29 Hunter Ave. St. Louis, MO 63124 Tonya Demulling Tonya.a.demulling@efleets.com Phone: 314-889-8505	N	Y

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
7/22/19 – 7/24/22	8/14/19	Initial issuance of new statewide contract

State agencies shall review whole contract file prior to entering into a lease.

State agencies desiring to lease a fleet vehicle must contact OA Fleet and receive approval just as if purchasing the vehicle. Please refer to [State Fleet Policy SP-4](#) and [pre-approval procedures](#) and discuss with the State Fleet Manager in OA.

State agencies will not be able to utilize the Enterprise provided fuel card.

State agencies will be able to factory order vehicles or receive dealership stock vehicles. However the management fee is higher for dealership stock vehicles.

A state agency shall not purchase the lease vehicle during or after the lease period.

Lease agreements established during the period of this notice will remain in place for the duration of the Lease Agreement period even if the contract is not renewed or a vendor change occurs.

To make lease payment use SAM II.

Pricing

a. Factory Ordered Vehicles:

- **Interest Rate: Specify index being used and basis points in relation to index**

Enterprise will use the three-year U.S. Treasury Bill plus 350 base points for vehicles leased by the TIPS Member.

- **Management Fee: Include any management fee percentage based off delivered cost of vehicle**

Enterprise will charge a management fee of .10 percent based on the delivered cost of the vehicle.

- **Pricing in relation to Vehicle Invoice: Include any mark-ups/mark downs imposed by Lessor**

All vehicles will be priced at invoice, less any applicable vehicle incentives.

- **Service Charge/ Resale Fee: List any end of lease service charge and or resale percentage**

TIPS Members will be responsible for a \$400 fee per vehicle at the end of the lease.

- **List all other applicable fees and charges.**

Physical Damage Program	Rate will be set after loss runs
Accident Management	\$100 per occurrence
	*When applicable, a percentage of subrogation will be retained by Enterprise.
Maintenance Management Fee	\$6 per vehicle, per month
Full Maintenance	Pricing based on vehicle type and anticipated miles driven over term
Geotab Telematics	\$29 per month + tax, \$50 per unit (one-time charge)

Dealership Stock Vehicles:

- **Interest Rate: Specify index being used and basis points in relation to index**

Enterprise will use the three-year U.S. Treasury Bill plus 350 base points for vehicles leased by the TIPS Member.

- **Management Fee: Include any management fee percentage based off delivered cost of vehicle**

Enterprise will charge a management fee of .15 percent based on the delivered cost of the vehicle.

- **Pricing in relation to base purchase price: Include any mark-ups/mark downs imposed by Lessor**

All vehicles will be priced at invoice, less any applicable vehicle incentives.

- **Service Charge/ Resale Fee: List any end of lease service charge and or resale percentage**

The TIPS Member will be responsible for a \$400 fee per vehicle at the end of the lease.

- **List all other applicable fees and charges.**

Physical Damage Program	Rate will be set after loss runs
Accident Management	\$100 per occurrence
	*When applicable, a percentage of subrogation will be retained by Enterprise.
Maintenance Management Fee	\$6 per vehicle, per month
Full Maintenance	Pricing based on vehicle type and anticipated miles driven over term
Geotab Telematics	\$29 per month + tax, \$50 per unit (one-time charge)

2. Service and Maintenance

a. Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease?

Yes. We are happy to offer our Full Maintenance program to TIPS.

• If yes, provide the Monthly charge based on a cents per mile for the following vehicle categories (specify vehicle categories):

Factor Ordered Vehicles					
Pricing is based on 60,000 miles in 60 months, and includes base rate only (excludes usage surcharges, tires, or brakes).	Category Description	Gas 4x2	Gas 4x4	Diesel 4x2	Diesel 4x4
Maint. Category Standard	<6,000 gvwt, car(non Lux), small P/U & SUV	\$0.03833	\$0.04108	\$0.05208	\$0.05483
1/2 Ton	<7,500 gvwt, 1/2 ton truck, minivan & SUV(std)	\$0.03967	\$0.04262	\$0.05442	\$0.05737
3/4 Ton	<9,000 gvwt, 3/4 ton truck	\$0.04359	\$0.04667	\$0.05898	\$0.06206
1 Ton	<12,000 gvwt, 1 ton truck	\$0.05009	\$0.05402	\$0.06972	\$0.07364

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$15,000.00 within the 2021 General Fund and authorizing the County Executive to execute Addendum A to the Cooperative Agreement between the Kansas City Sports Commission, the City of Kansas City, the Unified Government of WyCo/KCK, Visit KC, and Sporting KC, for the furnishing of strategic planning services for the County relating to the 2026 FIFA World Cup, at a cost to the County in the amount of \$15,000.00.

RESOLUTION NO. 20771, September 27, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, Kansas City has made the short list of cities in competition to host the 2026 FIFA World Cup soccer tournament; and,

WHEREAS, the local 2026 FIFA World Cup Host Committee is working to secure for Kansas City a role as a host city through strategical and tactical efforts outlined in the attached Cooperative Agreement among the Kansas City Sports Commission, the City of Kansas City, the Unified Government of WyCo/KCK, Visit KC, and Sporting KC, and Addendum A thereto; and,

WHEREAS, the execution of the attached Addendum A to the Cooperative Agreement at a cost to the County in the amount of \$15,000.00, is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund County Executive's Office 001-1001	56021- Lobbyist Services	\$15,000	
001-1005	56790- Other Contractual Services		\$15,000

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached Addendum A to the Cooperative Agreement; and,

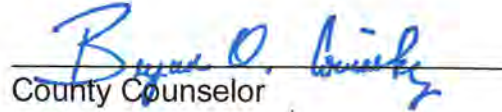
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payments on the Cooperative Agreement and Addendum A thereto.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Resolution No. 20771, introduced on September 27, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1001 56021
ACCOUNT TITLE: General Fund
County Executive's Office
Lobbyist Services
NOT TO EXCEED: \$15,000.00

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

ACCOUNT NUMBER: 001 1005 56790
ACCOUNT TITLE: General Fund
FIFA World Cup Efforts
Other Contractual Services
NOT TO EXCEED: \$15,000.00

9/23/2021
Date


Chief Administrative Officer

KANSAS CITY 2026 FIFA World Cup EFFORTS

BACKGROUND

On June 13, 2018, FIFA, soccer's world governing body, awarded the 2026 FIFA World Cup to the United Bid of Canada, Mexico and the United States. The 2026 tournament will consist of 48 nations who will play 80 matches from mid-June to mid-July in 16 cities in North America. Canada will host ten matches in three cities, Mexico will also host 10 matches in 3 cities. The United States will host 60 matches in 10 cities. It is anticipated that the 10 US cities will each host between 5 and 7 matches.

Kansas City is one of seventeen US cities in contention to be named one of the 10 US Host Cities. This final list is anticipated to be announced in 2020.

The seventeen short-listed US Cities are:

- Atlanta
- Baltimore
- Boston
- Cincinnati
- Dallas
- Denver
- Houston
- Kansas City
- Los Angeles
- Miami
- Nashville
- New York/New Jersey
- Orlando
- Philadelphia
- San Francisco
- Seattle
- Washington, DC

Arrowhead Stadium will be the competition Venue. Swope Soccer Village, Children's Mercy Park, Park University's Julian Field and The University of Kansas Hospital Training Complex have been nominated to serve as Venue Training Sites and the National Development Center at Pinnacle has been nominated to serve as a Team Base Camp.

NEXT STEPS

With the anticipated economic impact over \$500 million per Host City, the competition will be fierce to be named one of the ten US Host Cities. Work has begun to ensure that Kansas City has a head start on the selection process, with a depth of planning, preparation and inspirational thought, to distinguish ourselves as the leading candidate!

Currently there is newly published criteria, due to FIFA, by November 15, 2020 and additional deadlines of January 31, 2021 related to the selection process. More detailed information and bid response as well as site visits will continue through the calendar year of 2021. Kansas City is working diligently to respond to all requests including final bid elements that will result in Kansas City being selected. There are many tasks that need to be accomplished to ensure our success when FIFA and the United 2026 Committee jointly begins the final evaluation process.

KANSAS CITY EFFORTS

A formal Kansas City 2026 Host Committee has been organized, with 501 (c) (3) revenues collected to aid in any philanthropic effort. Separately, 501 (c) (6) efforts are dedicated to operational efforts in attracting World Cup games and ancillary events. As of October 2020 there is consideration in pursuing the option to incorporate a separate tax exempt LLC with name of KC 2026 to house KC efforts. Currently, the Host

Committee is comprised of Doug Bach – Unified Government of Wyandotte Co/Kansas City, KS County Administrator; Lynn Berling-Manuel – United Soccer Coaches President & CEO; Jason Fulvi – Visit KC President & CEO; Shane Hackett – Heartland Soccer Association Executive Director; Matt Kenny – KC Chiefs VP of Stadium Services & Events; Donna Maize – City of KCMO Assistant City Manager; Kathy Nelson – KC Sports Commission & Foundation President & CEO; Penny Postoak – Johnson County Manager; Joe Reardon, Greater KC Chamber of Commerce President & CEO; Jake Reid – Sporting KC President & CEO; Frank White – Jackson County Executive; Rick Usher – KCMO Assistant City Manager.

This group is working towards placing a Bid Director to carry out duties to secure KC as a host site. In the meantime, this group is meeting to carry out operational efforts. Currently, a part-time KC2026 Strategic Manager works out of the Sports Commission offices to handle week to week grass roots efforts. Any Bid Director hired would report to this executive group.

SCOPE OF WORK

There are two categories of initiatives: **Strategic Efforts** (these efforts refer to winning by bidding, meaning the efforts benefit our city and metropolitan area regardless of the final bid result). With these efforts we flesh out our hosting concept and demonstrate that Kansas City can help grow the game of soccer greater than our competitors; and **Tactical Efforts**, where we address our technical weaknesses as noted by FIFA in their bid report and make sure that all concerns have been eliminated. It is important to note there will be additional efforts needed as FIFA & United 2026 issue specific information requests and hosting proposals.

Strategic Efforts:

- **Grow the Beautiful Game:** The United Bid was conceived as a way to grow soccer's interest and participation across our three nations. It is my belief that the cities and regions that have the strongest foundations on which to build this growth will be selected as Host Cities. Kansas City is one of these cities. We must do more than rest on what we have built as a region. Working with a broad coalition of soccer and community leaders, we must come together and develop an 8-year strategic plan to grow the game, to make it more inclusive of all communities, and affordable for all who wish to play. Then we must begin to implement this plan. When we do this, we will have cracked the magical code that US Soccer seeks and will cement Kansas City at the forefront of thought leadership, to go along with our leadership in youth participation, and facility development.
- **Celebrate our Rich Diversity:** Our region is home to over to a hundred different languages and an equal number of rich cultures. We need to tell this story, embrace it and celebrate it, locally and nationally. We can work to educate our community about our special neighborhoods and cultures that often come together through their mutual celebration of soccer so that the game can be a unifying force within our community. In this way we can help to overcome misperceptions about the lack of diversity in the Midwest.
- **Soccer as opportunity for elementary education curriculum:** With the potential to host competing nations from every continent of the world, we have the opportunity to use soccer as way to create exciting youth education and physical exercise programs. By preparing a diverse and easy to implement curriculum, we can create a link between exercise and learning that will benefit generations to come.

Tactical Effort:

- **Develop a budget:** Develop, and keep updated, comprehensive budgets that include both revenue and expenses over the life of this project. Budgets will be shared amongst all funding organizations (KCK, KCMO, SKC, VisitKC – called the Funders)
- **Human Rights:** Develop comprehensive and meaningful engagement process with city-level stakeholders to assess potential human rights-related risks and opportunities associated with hosting FIFA 2026 World Cup games in Kansas City.
- **Arrowhead Stadium Field Modifications:** The Arrowhead field must be widened to meet FIFA dimensions. Working with the Chiefs and a local sports architect, develop conceptual plans, schedules & cost estimates to advance the project to a point FIFA can have no concerns about this work.
- **Public Transportation Plan:** FIFA requires free public transportation to the Venue on Game Day. FIFA scored Kansas City lowest of all US cities in this category, however we believe the scoring was based on a Euro-Centric view of requiring permanent rail transport. We have developed and can easily implement an alternative to this philosophy, without building permanent infrastructure, and still successfully achieve FIFA's goals. By working with the KCATA, local and industry experts, we will demonstrate our plan can efficiently and cost effectively transport our visitors, locals, and event staff between the City Center, MCI, Arrowhead Stadium and remote park & ride sites.
- **Accommodations Inventory Analysis:** FIFA ranked Kansas City lowest of all 17 US Cities in accommodation. However, Kansas City's hotel inventory is rapidly increasing, with several new projects announced since the bid was submitted, and with new projects announced almost every month. Working with Visit KC, the KCK CVB, and the City of KCMO, update and confirm all accommodation options including the newly registered units listed on sites such as Airbnb & VRBO.
- **Develop FIFA FAN FEST 2.0:** The FIFA Fan Fest (FFF) is a free, public viewing area open every day of the competition. It was first introduced at the 2006 FIFA World Cup in Germany and was a huge success. Each successive host country has repeated a very similar concept. Kansas City has the world's best sports architects and planners. Working with a diverse local team, develop an updated, next-generation version of the FFF as a way to demonstrate Kansas City's leadership and ability of contribute to the growth of the game world-wide.
- **Build Local and Regional Public Support:** FIFA and the United 2026 Organizing Committee needs to understand and feel the great enthusiasm our region has for soccer. A fast and simple petition process was launched immediately after June's FIFA selection of the United Bid. Work with the entire community and region to obtain at least 250,000 signatures prior to the Inspection Tour.
- **Build Government and Civic Support:** Although there is much excitement around the bid, there is also many questions. Prepare and execute a local government and civic campaign to inspire and educate our communities about the benefits of hosting and share ways to become involved in the efforts.

-
- **Plan the Inspection Tour:** FIFA and the United 2026 Organizing Committee can be expected to visit Kansas City to inspect our facilities and meet with our governmental, civic and soccer leadership prior to the final decision. This group works to lead the planning and execution of this tour.
 - **Host & Sellout Big Matches:** Work with the Sports Commission, the Chiefs and Sporting to make Kansas City and Arrowhead competitive to host the large international competitions and the yearly summer exhibition matches at Arrowhead - and then inspire the community to sell them out!
 - **Fundraise:** Planning and implementing the above efforts will take money. In addition, there will be financial obligations the local host committee will have as part of being a Host City. Coordinate a wide-reaching fundraising campaign to cover the immediate costs as well as begin to contribute to the eventual hosting costs. These funds will be placed in a newly created, event acquisition account, restricted solely to World Cup efforts, account held by the Greater Kansas City Sports Commission (called the Fund).

SCHEDULE

This work began December 15, 2018, so that the enthusiasm of FIFA's awarding the World Cup to North America is not lost, and so that sufficient time can be allotted to successfully accomplish the above work. It is anticipated the final Host City announcement will be made late year in 2021. This agreement will be for a 12-month period. At the conclusion of the original 12-month period, this agreement can be extended to the Host City decision date, upon agreement of all funding organizations. This document serves as the SECOND extension to the above period and covers the period between December 15, 2020 through December 14, 2021.

Working Arrangements

- A work-space has been provided by the Greater Kansas City Sports Commission (Commission) at 2600 Grand Blvd – Suite 100. The Commission will provide an operating space which includes equipment and minimal office supplies as needed. The Commission will provide an email address @sportkc.org. Cloud based storage will be provided. All documents will be saved to this site so that others from the host committee will have access to these files. Access to other meeting spaces – including conference rooms as needed will be provided.
- Any expenses incurred will be reimbursed from the above mentioned fund. If there are not sufficient funds in this account for reimbursement, reimbursement will be granted at such time that funds are available, or through a contribution directly from the Funders. Any reimbursable expenses must be approved in advance by the Sports Commission.

CONTRIBUTION OF MONIES TO RESTRICTED WORLD CUP FUND

- VisitKC - \$1,000 payable monthly. Funds deposited in restricted World Cup account held at UMB by Kansas City Sports Commission. Note – these funds were discontinued

in March of 2020 due to coronavirus pandemic.

- Unified Government - \$3,000 payable monthly. Funds deposited in restricted World Cup account held at UMB by Kansas City Sports Commission
- KCMO - \$3,000 payable monthly or one annual payment of \$36,000. Funds deposited in restricted World Cup account held at UMB by Kansas City Sports Commission
- Sporting KC - \$3,000 payable monthly. Funds held in restricted account by Sporting KC

Note – all above funds will be accumulated in restricted World Cup Fund to be utilized only for Strategic and Tactical efforts related to securing World Cup Events in Kansas City (this could include compensation / consulting paid to staff or an individual named as Executive Director for above efforts)

Please see attached current support documentation from FIFA regarding bid submission.

Accepted by:

City of Kansas City, MO - Dated

DocuSigned by:
Richard Usher
FCD2343208BD4EF...

Unified Government of WyCo/KCKS - Dated

DocuSigned by:
Doug Bach
3713D654503D43D...

VisitKC - Dated

DocuSigned by:
Jason Pulvi
D653BFD56B504DF...

Sporting KC - Dated

DocuSigned by:
Jake Reid
5858BA5E6FBF496...

Kathy Nelson - Dated
President & CEO, Kansas City Sports Commission

DocuSigned by:
Kathy Nelson
02F82C0B85ED472...



WE BRING IT.
SportKC.org

Addendum A

July 14, 2021

Jackson County, Missouri

415 East 12th Street – 2nd Floor

Kansas City, MO 64106

cclifford@jacksongov.org

Attn: Caleb Clifford, Chief of Staff

Jackson County, Missouri will be joining in efforts to secure 2026 World Cup festivities to the Kansas City metropolitan area. They will participate, beginning August 1, 2021 at the sum of \$3,000 per month, billed in quarterly installments. They will join the parties on the original document, attached. All terms of original document apply. This original document expires December 2021 at which time Jackson County will have the option to renew.

Accepted by:

Frank White, County Executive

Jackson County, Missouri

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20771
Sponsor(s):	Tony Miller	Legislature Meeting Date:	9/27/2021

Introduction
Action Items: ['Authorize', 'Appropriate', 'Transfer']
Project/Title:
Transferring \$15,000 within the 2021 General Fund and authorizing the County Executive to execute Addendum A to the Cooperative Agreement between Kansas City Sports Commission and the City of Kansas City, Unified Government of WyCo/KCK, Visit KC, and Sporting KC in order for Kansas City to compete and be named as one of the 10 United States Host Cities for the 2026 FIFA World Cup.

Request Summary
<p>The County Executive is a member of the 2026 FIFA World Cup Host Committee comprised of-Doug Bach, County Administrator, Unified Government of WyandotteCo/Kansas City, KS; Lynn Berling-Manuel, President, United Soccer Coaches; Jason Fulvi, President and CEO, Visit KC; Donna Maize, Assistant City Manager, KCMO; Penny Postoak, Manager, Johnson County; Joe Reardon, President and CEO, Greater KC Chamber; Jake Reid, President and CEO, Sporting KC; Rick Usher, Assistant City Manager, KCMO; Shane Hackett, Executive Director, Heartland Soccer Association; Mark Kenny, President and CEO, Sporting KC and Kathy Nelson, President and CEO, KC Sports Commission to secure Kansas City as one of the 10 Host US Cities. Arrowhead Stadium will be the competition venue with other locations through the area to be named Venue Training Sites and the Team Base Camp. It is anticipated that the economic impact per Host City will be \$500 million. This work began in Dec. 2018 as many strategic and tactical tasks are to be accomplished to ensure the success of Kansas City being selected. Regardless of the outcome, the efforts benefit Kansas City and Jackson County by demonstrating our hosting capabilities and ability to address our technical weaknesses. The Host Committee is working towards placing a Bid Director to carry out duties to secure Kansas City as a host site. Currently, a part-time KC2026 Strategic Manager works out the of Sports Commission offices to handle daily grass roots efforts. Any Bid Director hired will report to the Host Committee. Planning and implementatin efforts will take money. There will be financial obligations of the local host committee in addition to a far reaching fundraising campaign to cover the eventual hosting costs. The contribution of funds to this restricted world cup fund will be utilized only for Strategic and Tactical efforts related to securing World Cup Events in Kansas City.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the County Executive's Office and the Purchasing Department recommend this purchase as a sole source.</p>

Contact Information			
Department:	County Executive Office	Submitted Date:	8/24/2021
Name:	Miriam N. Hennyosy	Email:	MHennyosy@jacksongov.org

Request for Legislative Action

Title:	Executive Assistant	Phone:	816-881-3329
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Budget Information			
Amount authorized by this legislation this fiscal year:			\$15,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$15,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1001 (County Executive's Office)	56021 (Lobbyist Services)	\$15,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1005 (FIFA World Cup Efforts)	56790 (Other Contractual Services)	\$15,000

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

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

Compliance
Certificate of Compliance
Not Applicable
Minority, Women and Veteran Owned Business Program
Goals Not Applicable for following reason: Not spending money - transferring

Request for Legislative Action

	MBE:	.00%
	WBE:	.00%
	VBE:	.00%
Prevailing Wage		
Not Applicable		

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

History
<p>Miriam N. Hennosy at 8/24/2021 4:58:40 PM - [Submitted Legislator Tony Miller, 3rd District At Large has agreed to be a sponsor.]</p> <p>Finance (Purchasing): Craig A. Reich at 9/7/2021 4:47:49 PM - [Approved]</p> <p>Compliance: Katie M. Bartle at 9/8/2021 11:16:55 AM - [Approved eRLA 211]</p> <p>Finance (Budget): Mark Lang at 9/8/2021 2:57:39 PM - [Approved The fiscal note has been attached.]</p> <p>Executive: Troy Schulte at 9/8/2021 3:33:32 PM - [Approved]</p> <p>Legal: Elizabeth Freeland at 9/21/2021 3:16:16 PM - [Returned for more information Miriam to make the minor changes that were discussed. Thx!]</p> <p>Submitter: Miriam N. Hennosy at 9/21/2021 3:58:32 PM - [Submitted I made the changes as requested. Nice job Elizabeth. Next time I will come to you first. Thank you.]</p> <p>Department Director: Troy Schulte at 9/21/2021 4:58:24 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 9/22/2021 9:52:55 AM - [Approved]</p> <p>Compliance: Katie M. Bartle at 9/22/2021 10:57:32 AM - [Approved]</p> <p>Finance (Budget): Mary Rasmussen at 9/22/2021 11:40:52 AM - [Approved]</p> <p>Executive: Sylvia Stevenson at 9/22/2021 12:20:21 PM - [Approved]</p> <p>Legal: Elizabeth Freeland at 9/23/2021 10:17:50 AM - [Approved]</p>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Environmental Covenant for the Rock Island Rail Corridor, and authorizing a one-time payment to the Missouri Department of Natural Resources for long-term stewardship of the Rock Island Corridor, at an actual cost to the County in the amount of \$15,000.00.

RESOLUTION NO. 20772, September 27, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Rock Island Rail Corridor was enrolled in the Missouri Department of Natural Resources Brownfields/Voluntary Cleanup Program via Resolution 19349 dated January 5, 2017, with the goal of identifying and creating a management plan for environmental contaminants on site; and,

WHEREAS, environmental contaminants had been found to be present on the Rock Island Corridor and a Soil Management Plan was drafted by the Missouri Department of Natural Resources (MDNR); and,

WHEREAS, the attached Environmental Covenant and related Soil Management Plan prescribe both the limitations to property use and remediation of environmental contaminants and are critical to potential future developments on the Rock Island Corridor; and,

WHEREAS, the County's participation in this process requires the payment of a fee to MDNR in the amount of \$15,000.00 to cover MDNR's cost for long-term stewardship of the property; and,

WHEREAS, the execution of the Environmental Covenant is in the best interest of the health, safety, and welfare of the citizens of Jackson County and for the development of the Rock Island Corridor; now therefore,

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Environmental Covenant; and,

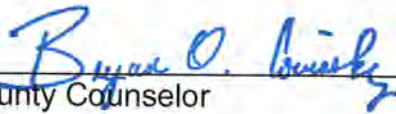
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make a payment in the amount of \$15,000.00 to MDNR.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20772 of September 27, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

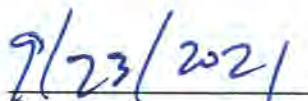
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 3601 56790
ACCOUNT TITLE: Park Fund
Rock Island Rail Corridor Auth.
Other Contractual Services
NOT TO EXCEED: \$15,000.00



Date



Chief Administrative Officer

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date:

Grantor: Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

Grantee: Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

Department: Missouri Department of Natural Resources
P.O. Box 176, 1101 Riverside Drive, Jefferson City, Missouri 65102

Legal Description: See Exhibit B

ENVIRONMENTAL COVENANT

This Environmental Covenant (“Covenant”) is entered into by and between the Grantor, Jackson County, Missouri, (“Owner”), the Grantee, Jackson County, Missouri, (“Holder”), and the Missouri Department of Natural Resources (“Department”) pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo and 10 CSR 25-18.010. Owner, Holder, and the Department may collectively be referred to as the “Parties” herein.

RECITALS

WHEREAS, Owner is the owner in fee simple of certain real property commonly known and numbered as Rock Island Corridor, Former Chicago, Rock Island & Pacific Railroad Right-of-Way Corridor, MP 288.3 to MP 270.6, shown on the site map attached hereto as Exhibit A, and legally described as:

See Exhibit B

(the “Property”);

WHEREAS, the Property is situated in Jackson County, Missouri;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS, the Missouri Department of Natural Resources enters into this Covenant as a “Department” pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039 RSMo, with all the attendant rights of a “Department” under such Act, which include, but are not limited to, having a right to enforce this Covenant;

WHEREAS, Holder enters into this Covenant as a “Holder” pursuant to the Missouri Environmental Covenants Act, with all the attendant rights of a “Holder” under such Act, which include, but are not limited to, acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, Jackson County, Missouri, entered into a Letter of Agreement (“Agreement”) for the Property pursuant to the Department’s Brownfields/Voluntary Cleanup Program (“BVCP”), § 260.565, et seq., RSMo. This Agreement requires the filing of an Environmental Covenant for the Property with the appropriate recorder of deeds in the event that chemicals of concern remain at the site above standards that are protective of unrestricted land use, following the investigation and remediation of the site under the BVCP.

WHEREAS, the environmental response project conducted at the Property included the following activities:

- Investigation of soil and groundwater contamination along the proposed trail.
- Investigation of soil and groundwater contamination at various sites adjacent to the proposed trail that lie within the property boundaries.
- Comparison of laboratory data to the Department's residential and non-residential Risk-Based Target Levels, as outlined in Tables B-2 and B-5 of the 2006 Missouri Risk-Based Corrective Action guidance document.
- Proposal of engineered cap to eliminate the exposure pathway of the contaminants.

WHEREAS, upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to benzo(a)pyrene, benz(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, indeno(1,2,3-cd)pyrene, arsenic, lead, and the herbicide MCP, will remain on the Property above levels that allow for the unrestricted use of the Property; and

WHEREAS, the environmental response project described above is deemed protective if, and only if, the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

NOW THEREFORE, Owner, Holder, and the Department agree to the following:

1. Parties.

The Owner, Holder, and the Department are parties to this Covenant, and may enforce it as provided in Section 260.1030, RSMo.

2. Activity and Use Limitations.

Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

No Residential Land Use:

Based on reports on file at the Department's offices in Jefferson City, Missouri, the Property currently meets the Department's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the restrictions below remain in place.

The Property shall **not** be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, retirement or senior/child-care facilities, or any land use where persons can be expected to reside.

No Disturbance of Soil:

Based on reports on file at the Department's offices in Jefferson City, Missouri, contaminants of concern remaining at the Property exceed the Department's standards

for non-residential land use, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the property so long as the soil is not disturbed such that exposure may result.

Therefore, soil on the Property shall not be excavated or otherwise disturbed in any manner except in accordance with the Department-approved Soil Management Plan attached hereto as Exhibit C, which is hereby incorporated by reference. *The Department may charge Owner/Transferee the costs incurred by the Department for oversight of activities for which the Plan requires department review and approval. Costs may be incurred regardless of whether such activities are approved, denied or withdrawn.*

Contaminated soil may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Department and Holder verbally or in writing as soon as practicable, but no later than 48 hours after the disturbance begins. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to the Department describing such emergency and any response actions.

Engineered Controls for Soil:

Based on reports on file at the Department's offices in Jefferson City, Missouri, contaminants of concern remaining in the soil at the Property do not pose a significant current or future risk to human health or the environment so long as the engineered control(s) described below is/are maintained so as to prevent exposure, release, or migration of contaminants from the soil.

Therefore, the following engineered controls must remain in place and remain effective in accordance with the Department-approved Soil Management Plan, unless and until the Department provides written approval for any modifications:

Gravel and concrete trail, and vegetated areas adjacent to the trail, must remain in place to prevent erosion and exposure to surficial soil contaminants.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, the Department and the Holder must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.

3. Running with the Land.

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "Transferees")

during their period of ownership (except that the obligation described below in paragraph 16 to re-direct any mis-directed communication shall continue beyond an Owner/Transferee's period of ownership), and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

4. Location of Files and Records.

Records of this environmental response project for the Property are currently located in the Department's offices in Jefferson City, Missouri. Information regarding the environmental response project may be obtained from the Department through a request under Chapter 610 RSMo, commonly referred to as the Missouri Sunshine Law, to the Department's Custodian of Records, referencing the site identification name of Rock Island Corridor.

5. Enforcement.

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority or rights under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the Department may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant. If such Owner/Transferee fails to act within the required timeframe or if the Department finds a proposed remedy unacceptable, the Department may pursue any remedy authorized by law.

6. Right of Access.

Owner, on behalf of itself and any Transferees, hereby grants to the Holder and the Department and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the Department's rights of access and entry under federal or state law or other agreement.

7. Compliance Reporting.

Owner/Transferee shall submit to Holder and the Department, by no later than January 31st of each year, documentation verifying that the activity and use

limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any noncompliance with the activity and use limitations described in paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than ten (10) business days thereafter.

8. Notice upon Conveyance.

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20____, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF _____ COUNTY, _____, ON _____, 20____, AS DOCUMENT _____, BOOK _____, PAGE _____.

Owner/Transferee shall notify Holder and the Department within ten (10) days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

9. Representations and Warranties.

Owner hereby represents and warrants to Holder and the Department that:

- a) Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder;
- b) this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected; and
- c) Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered.

10. Amendments, Termination, and Temporary Deviations.

This Covenant may be amended or terminated by approval of the Department, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to section 260.1027 RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the Department in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the Department to temporarily deviate from specified requirements described herein for a specific purpose and timeframe, which shall not exceed ninety (90) days. Any such request shall be transmitted to the Holder and the Department as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The Department shall evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

11. Severability.

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Governing Law.

This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

13. Recordation.

Within thirty (30) days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

14. Effective Date.

The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of the county in which the Property is situated.

15. Distribution of Covenant.

Within thirty (30) days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in

accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; and (e) any other person designated herein.

16. Contact Information.

Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

If to Owner/Transferee:

Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

If to Holder:

Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

If to Department:

Long Term Stewardship Unit
Re: Rock Island Corridor
Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

Owner/Transferee, Holder, or the Department may change their designated recipient of such notices by providing written notice of the same to each other. If any notice or other submittal under this Covenant is received by a former Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify the Department, the Holder, and the current Owner/Transferee of the Property regarding the mis-directed communication.

17. Reservation of Rights.

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership, or the obligation to comply with any other source of law.

This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, State, or local laws or regulations, and the Department does not warrant or aver in any manner that an Owner/Transferee's compliance with this Covenant will constitute compliance with any such requirements. The Department reserves all legal and equitable remedies available to enforce this Covenant or any other legal requirement, and/or to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Property. Nothing herein shall be construed so as to prevent the Department or Holder from taking any independent actions as allowed by law.

The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

FOR OWNER/HOLDER:

By: _____

Date: _____

Frank White, Jr.
Jackson County Executive
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 20___, before me a Notary Public in and for said state, personally appeared Frank White, Jr., of Jackson County, Missouri known to me to be the person who executed the within Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR DEPARTMENT

By: _____ Date: _____

John Jurgensmeyer, Director
Hazardous Waste Program
Missouri Department of Natural Resources
PO Box 176
Jefferson City, MO 65102-0176

STATE OF MISSOURI)

)

COUNTY OF _____)

On this ___ day of _____, 20___, before me a Notary Public in and for said state, personally appeared John Jurgensmeyer, Director of the Hazardous Waste Program of the Missouri Department of Natural Resources, a state agency, known to me to be the person who executed the within Covenant on behalf of said agency by authority of its Director and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Request for Legislative Action

Res. #20772

Sponsor: Tony Miller

Date: September 27, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20772
Sponsor(s):	Tony Miller	Legislature Meeting Date:	9/27/2021

Introduction

Action Items: ['Authorize']

Project/Title:

Authorize the County Executive to execute an Environmental Covenant for the Rock Island Rail Corridor, in accordance with the Missouri Department of Natural Resources Voluntary Cleanup Program.

Request Summary

This Resolution authorizes the County Executive to execute an Environmental Covenant for the Rock Island Rail Corridor, in accordance with the Missouri Department of Natural Resources (MDNR) Voluntary Cleanup Program. Once executed, the County must adhere to a Soil Management Plan, and will be monitored for compliance by MDNR. This action would allow the County to remove another restrictive covenant placed on the Rock Island Corridor via the Line Sale Agreement with Union Pacific. Once removed, the Voluntary Cleanup Program acts as a vehicle for localized environmental remediation and covenant removal, thus allowing certain types of development on the Rock Island Rail Corridor. This action would allow for trail and transit oriented development in accordance with our Maintenance and Management Program Agreement with KCATA.

Pursuant to Section 1030.2 of the Jackson County Code, the County would like to enter into an agreement with the Missouri Department of Natural Resources in the amount of \$15,000

Contact Information

Department:	Parks + Rec	Submitted Date:	8/3/2021
Name:	Matt Davis	Email:	mdavis@jacksongov.org
Title:	Rock Island Program Manager	Phone:	816-503-4849

Budget Information

Amount authorized by this legislation this fiscal year:	\$15,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$15,000		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	3601 (Rock Island Rail Corridor Auth.)	56790 (Other Contractual Services)	\$15,000

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19022	December 1, 2015
19349	January 5, 2017
19556	August 7, 2017

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Purchase from Another Government
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Matt Davis at 8/3/2021 10:17:11 AM - [Submitted |]
Department Director: Michele Newman at 8/3/2021 11:59:58 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/3/2021 12:18:59 PM - [Returned for more information | Please add another paragraph to your Request Summary to read as follows: Pursuant to Section 1030.2 of the Jackson County Code, the County would like to enter into an agreement with the Missouri Department of Natural Resources in the amount of \$15,000]
Submitter: Matt Davis at 8/3/2021 12:30:56 PM - [Submitted | I have amended the Request Summary as requested by Barbara Casamento.]
Department Director: Michele Newman at 8/5/2021 12:37:57 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/5/2021 2:16:04 PM - [Approved |]
Compliance: Katie M. Bartle at 8/5/2021 3:21:21 PM - [Approved | eRLA 191]
Finance (Budget): Mark Lang at 8/6/2021 10:55:04 AM - [Returned for more information | There are insufficient funds in this account. It looks like there is an unapproved document for \$7,720 that hasn't hit the GL that is bringing your balance down to \$10,580.]
Submitter: Matt Davis at 9/9/2021 10:49:22 AM - [Submitted | We completed a fund transfer to appropriately fund the account line.]
Department Director: Michele Newman at 9/9/2021 11:01:47 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/9/2021 11:15:39 AM - [Approved |]
Compliance: Katie M. Bartle at 9/9/2021 1:45:07 PM - [Approved |]
Finance (Budget): Mark Lang at 9/9/2021 3:39:48 PM - [Approved | The fiscal note has been attached.]
Executive: Sylvya Stevenson at 9/9/2021 3:54:51 PM - [Approved |]
Legal: Elizabeth Freeland at 9/15/2021 3:15:35 PM - [Returned for more information | small correction per our email discussion. Thanks!]
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Department Director: Michele Newman at 9/15/2021 4:53:42 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/16/2021 9:55:42 AM - [Approved |]
Compliance: Katie M. Bartle at 9/16/2021 3:11:07 PM - [Approved |]
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Soil Management Plan

Rock Island Corridor

(Former Chicago, Rock Island & Pacific Railroad Right-of-Way Corridor)

MP 288.3 to MP 270.6

Kansas City, Missouri

October 1, 2018

1.0 Introduction

This Soil Management Plan (SMP) has been prepared to guide the proper handling of soil that is potentially affected by herbicides, metals, and polycyclic aromatic hydrocarbons (PAHs) along the Rock Island Corridor site beginning at Kansas City, Missouri and culminating in Lee's Summit, Missouri (see Figure 2). The Plan provides for a tiered approach to soil management, regulatory approval, documentation and record keeping to minimize administrative requirements. Minor disturbance requires the lowest response level, while major disturbance of the site requires pre-planning, MDNR approval and higher levels of documentation.

At the time of approval and filing of this SMP, soil at this property is known to contain chemicals of concern (COCs) at levels which are not a hazard if the soil remains in place, but could be a long-term exposure hazard if soil is excavated and subsequently mishandled.

COCs remaining on this site result from:

- Materials used in the construction and use of the former railroad
- Herbicides used to control vegetation along the rail line
- Residual contamination from other sources, such as fill material used along the rail bed

Note that standards may change over time, COCs may degrade naturally, or further remedial actions may occur which may render this plan inaccurate or obsolete. Current standards at the time work is to be performed should be checked, and soil sampling may be desired to verify concentrations.

This Plan includes:

- (1) Description of the remedial actions taken
- (2) Description of property use limitations (including this SMP) related to the remediation and residual contaminants

- (3) Location and depth of the affected soil
- (4) Conditions or activities covered by the SMP
- (5) Procedures for materials management during those activities
- (6) Sampling and analysis procedures
- (7) Site Self-Inspection and Reporting requirements

1. Remedial Action Summary

The Missouri Department of Natural Resources (MDNR) accepted this site into the Brownfields/Voluntary Cleanup Program (BVCP) in 2017.

Complete files pertaining to the investigation and remediation of the site are available at the offices of the MDNR Hazardous Waste Program in Jefferson City, MO, under the file name Rock Island Corridor.

Contaminants exceeding the Department’s non-residential Risk-Based Target Levels were found in the surficial and subsurface soils along the former rail line.

A cap, composed of approximately 8” crushed gravel in some areas, and of approximately 6” of concrete in other areas, will cover the contaminated soil.

Contaminant levels considered safe for residents, non-resident workers, and construction workers are provided in applicable state standards which may be amended from time to time. Current guidance applicable at the time of this filing is the Missouri Risk-Based Corrective Action (MRBCA) Technical Guidance, dated June 2006. Relevant parameters for the contaminants of concern at the site are summarized in Table A below.

Table A
Chemicals of Concern for Site Surficial Soils (mg/kg or parts per million)

Chemical of Concern (COC)	Non-Residential Direct Exposure to Surface Soil Target Concentration ¹	Construction Worker Target Concentration ²	Highest Remaining Site Concentration ³	Average Concentration in Contaminated Area ³
Benzo(a)pyrene	2.11	119	34	6.48
Benz(a)anthracene	21.1	1190	28	13.48
Benzo(b)fluoranthene	21.0	1140	59	18.48
Dibenz(a,h)anthracene	2.11	119	6.7	1.88

Chemical of Concern (COC)	Non-Residential Direct Exposure to Surface Soil Target Concentration ¹	Construction Worker Target Concentration ²	Highest Remaining Site Concentration ³	Average Concentration in Contaminated Area ³
Indeno(1,2,3-cd)pyrene	12.8	724	26	10.41
Arsenic	15.9	654	58.3	15.47
Lead	660	660	186	91.57
Herbicide MCP	616	1430	35000	5577.04

- 1 Note this category of standard only applies to surface soil not capped by an exposure barrier.
- 2 Based on construction worker in direct contact with soil for a number of days
- 3 Values following remediation at time of site closure, subject to change with natural attenuation or further removal/remediation.

2.0 Property Use Limitations

The following restrictions have been placed on the use of the property by means of an Environmental Covenant filed in the property chain of title

- o No residential use of the site
- o Engineered cap or other barrier to be inspected and maintained
- o No disturbance of cap or underlying soil unless done in compliance with this Plan

The Covenant complies with the Missouri Environmental Covenants Act. It runs with the land in perpetuity unless or until changes or rescission are approved by both MDNR and the owner of record at the time the changes are proposed, or by a court of competent jurisdiction.

3.0 Location and Depth of Affected Soil

Although some contamination exceeds non-residential and construction worker target levels in deeper soils, the majority of concern lies within the top three feet of soil. Locations of the contamination at elevated levels varies (see Figures 1 through 1F).

4.0 Activities Covered Under This Plan

The following activities are covered under this plan:

- Disturbance or removal of contaminated soil.
- Breaching or disturbance of engineered soil/concrete cap.
- Construction such as buildings, site improvements, pavement, underground utilities, fencing, utility poles.
- Employee notification of contaminated soil.

5.0 Steps to Evaluate Your Project

- 5.1 Determine whether the project affects any protected areas described in this plan. If it is unknown whether the project is in an affected area, assume that it is.
- 5.2 If the project will disturb a cap or engineered barrier as determined in 5.1, consult Table B below to determine requirements based on the scale of your project.
- 5.3 Engineered barriers must be reconstructed to original specs.

TABLE B
Record-Keeping and Approval for
Post-Closure Disturbance

Applies to Capped Areas and Residual Contaminated Areas
Where Concentrations Exceed Non-Residential Use and/or Construction Worker Target Levels

Type of Construction or Excavation	Examples	Project Plan Requirements	MDNR Pre-Approval	Documentation
Shallow/Minor	Fence Posts Sign Posts Basic Landscaping	None	Not required	Site Log Include in annual inspection report to MDNR
Intermediate	Underground Utility Lines & Utility Pole Installation, Removal, (Cap) Maintenance	Project Plan for excavation, stockpiling, testing, handling, disposal	Not required	Site Log Include in annual inspection report to MDNR
Deep/Major Construction	Building Demolition, New Foundations, Disturbance of Engineered Controls (impervious cap or subsurface barriers)	Project Plan for excavation, stockpiling, testing, handling, disposal	MDNR Plan review and approval required	Submit project final report to MDNR and Include in annual inspection report to MDNR

1. The following choices are available when affected soil is excavated **from the areas and depths described in Section 3 of this plan:**

- a. Replace the soil at its original location and depth; OR
 - b. Dispose of the soil offsite (i.e. in a permitted landfill) as a waste; OR
 - c. Stockpile and test the soil to determine its COC content and evaluate using currently available standards.
2. Affected soil from the controlled area(s) may not be removed from the site and used as Clean Fill on other sites without testing to verify that it meets Clean Fill requirements. Soil that meets MDNR standards for “clean fill” may be used as clean fill on- or off-site. No soils excavated from this site shall be considered “clean fill” for offsite use without prior testing and confirmation.
 3. If soil is to be disposed of in a landfill, applicable permits such as a Special Waste Permit must be obtained from the landfill prior to removal of excavated soils from the site.
 4. Soil that meets current MDNR risk-based standards for unrestricted (residential) use is subject to unrestricted use on-site.
 5. Soil exceeding unrestricted (residential) target levels but not exceeding non-residential target levels may be disturbed and replaced onsite without special considerations.
 6. Soils exceeding non-residential target levels must be replaced at its original location and depth, or disposed of in a permitted landfill.
 7. Unless ALL affected soil is completely remediated/removed during your project, any engineered controls must be replaced to original spec.

If soils *exceeding non-residential use standards*, such as soil from under an engineered cap, will be disturbed, consult Table B to determine whether contractors or others responsible for construction must prepare a site-specific and project-specific plan that will specify the excavation, stockpiling, testing, handling and disposal procedures. Affected activities may include site grading, construction of building foundations, construction and maintenance of site utilities, and construction of parking and driveway areas.

Soil *meeting standards for non-residential use* in effect at the time of the project may be disturbed and replaced onsite without special considerations. Any soil not replaced onsite should be managed as a waste in accordance with RCRA regulations, unless it qualifies as Clean Fill according to MDNR Clean Fill regulations or policies in place at that time.

Protection of human health and the environment should be a primary concern during construction at the site. Construction work at the site can most likely be accomplished in personal protective equipment (PPE) typically worn for non-hazardous waste construction activities. However, it is the responsibility of each construction contractor to review the available information to determine the health and safety requirements for their workers.

6.0 Sampling and Analysis Plan

Recommended sample collection procedures for sampling stockpiled soils will consist of sampling procedures in accordance with generally accepted practices for sampling environmental media.

- Collect a minimum of one sample per 100 cubic yards of excavated material using clean, decontaminated sampling tools. Analyze the samples for the COCs shown in Table A.
- For non-volatile COCs, collect one composite sample comprising five aliquots from different locations in the pile.
- For volatile COCs, collect a grab sample from the single the most visually impacted or odoriferous area of the stockpiled soil.
- Compare the results to applicable state risk-based standards if reusing, or disposal criteria for the disposal facility.

7.0 Employee Notification

All workers who may be involved with soil or cap disturbance at the site will be made aware of the presence of contamination. Workers will be instructed not to disturb the soil or the cap without prior notification to the site management.

8.0 Landscaped/Vegetated Areas

Landscaped/vegetated areas are present around the capped trail. These areas may contain contamination without an engineered barrier. The vegetation in these areas will be maintained to minimize soil erosion due to wind and water.

9.0 Self-Inspection and Reporting Requirements

The engineered barrier, as described in Section 1, shall be inspected annually by or on behalf of the owner. Such inspection shall evaluate the condition of the engineered barrier for physical defects that are affecting or may affect its integrity. The engineered barriers consist of all capped areas on the site. Should any damage or defects to the engineered barrier be discovered, all such defects or damage shall be repaired by the owner within a reasonable period from discovery. The engineered barrier shall not be breached or otherwise disturbed such that its integrity is compromised. Normal construction practices over the engineered barrier shall not interfere with the performance of the engineered barrier. The owner shall maintain a record of the annual inspections and make them available for review upon MDNR request.

10.0 Emergencies

The Environmental Covenant and this Plan should be followed at all times to the extent practicable.

Natural or man-made disasters or other emergencies may interfere with engineered controls or violate restrictions imposed by the Covenant. Necessary response actions during an emergency may do the same.

In these situations, follow the plan and adhere to Covenant restrictions as much as possible. When it is not possible to fully comply, use good judgement and take steps to prevent or limit exposures to contamination.

Example: An underground utility leak occurs requiring excavation in a controlled area for emergency repairs, it may not be feasible to pre-sample soil in the area or to submit a plan to MDNR prior to excavating. However, you can take several steps: ensure that workers are notified of potential contamination and use appropriate protective equipment (if necessary); segregate clean overburden/cap material from contaminated soil; properly stockpile and protect contaminated soil; replace soil at the same depth or dispose as outlined in the plan; and reconstruct any engineered barriers to original specs.

Document events and response actions.

Notify MDNR as appropriate/required. Environmental Covenants typically require notifying MDNR within 48 hours of an emergency, and a written report within 30 days.

11.0 References

MDNR, 2006. Departmental Missouri Risk-Based Corrective Action Guidance. Missouri Department of Natural Resources, Division of Environmental Quality.

Figure 1: Affected Soil Locations

Figure 2: Site Location Map



Rules of
Department of Natural Resources
Division 25—Hazardous Waste Management Commission
Chapter 15—Hazardous Substance Environmental
Remediation (Voluntary Cleanup Program)

Title	Page
10 CSR 25-15.010 Hazardous Substance Environmental Remediation (Voluntary Cleanup Program).....	3



**Title 10—DEPARTMENT OF
NATURAL RESOURCES
Division 25—Hazardous Waste
Management Commission
Chapter 15—Hazardous Substance
Environmental Remediation (Voluntary
Cleanup Program)**

**10 CSR 25-15.010 Hazardous Substance
Environmental Remediation (Voluntary
Cleanup Program)**

PURPOSE: This rule defines those persons who may apply to the Missouri Department of Natural Resources for oversight of an environmental remediation cleanup in accordance with sections 260.565—260.575, RSMo, and establishes procedures for participation.

(1) Applicability. Any person, including, but not limited to, a person acquiring, disposing of or possessing a lien holder interest in real property that is known to be or suspected to be contaminated by hazardous substances, may apply to remediate the real property with oversight by the Missouri Department of Natural Resources.

(2) Intent to Participate.

(A) Application forms may be submitted at any time from the completion of a Phase I environmental site assessment up through the development, but not including the implementation, of a remedial action plan.

(B) The department will review the form for completeness. The department will return any form deemed incomplete to the person for completion. Upon receipt of all requested information, the department will notify the person that the application form is complete and proceed according to section (3) of this rule.

(C) The department will deny applications for sites pursuant to section 260.567.2, RSMo, including sites that fall within any of the following categories:

1. Conditions at a site constitute an imminent and substantial threat to public health or the environment;

2. Site inspection is completed and the site is being evaluated for listing on the National Priorities List (NPL); or

3. Permitted or interim status Resource Conservation Recovery Act facilities.

(3) Environmental Remediation Oversight.

(A) All reports, including other information requested by the department pursuant to section 260.567.3, RSMo, shall be submitted within ninety (90) days following receipt of notice from the department that these reports are required. An extension may be granted at the department's discretion.

(B) The department will review and comment on the reports within one hundred eighty (180) days. The one hundred eighty (180) days shall start upon receipt of all the reports or the deposit pursuant to section 260.567.3, RSMo, whichever is later.

(C) The person shall notify the department's voluntary cleanup project manager by telephone, facsimile or letter no later than five (5) working days before the intended starting date of field work relating to site characterization or remediation.

(4) Remedial Action Plan.

(A) The person shall submit a remedial action plan for any contamination identified in the environmental site assessments within ninety (90) days following notice from the department that this information is required. An extension may be granted at the department's discretion. The remedial action plan shall satisfy the requirements of section 260.567.6., RSMo. The department shall review the remedial action plan and determine if the plan is protective of human health and the environment. If revisions or modifications of the plan are necessary, the department will notify the person of the required revisions.

(B) Completion Report. A final completion report signed by the person or an authorized agent, documenting that all required work has been satisfactorily completed shall be submitted to the department.

(5) Notification of Completion. The department will issue a letter of completion pursuant to section 260.573, RSMo.

(6) Termination of Environmental Remediation.

(A) Pursuant to section 260.567.11., RSMo, a person may terminate participation at any time by providing the department with written notification. This termination does not affect the person's environmental liability.

(B) Pursuant to section 260.569.3., RSMo, the department may terminate a person's participation in the environmental remediation oversight agreement for cause.

(C) Reimbursement of unspent oversight monies shall be handled in accordance with section 260.569.4., RSMo.

(7) Oversight Reimbursements. The person shall reimburse the department for site-specific administration and oversight costs in accordance with section 260.569.1, RSMo and this rule.

(A) A complete accounting of the costs incurred by the department will be billed to the person by certified mail at the following

rates:

1. Personnel. The project manager's and geology and laboratory field personnel's hourly rates multiplied by a fixed factor of three and one-half (3 1/2) will be the basis for time accounting billing. This fixed factor is composed of direct labor costs; fringe benefits, calculated at a rate developed by the department, indirect costs calculated at a rate approved by the United States Environmental Protection Agency; and direct overhead, including, but not limited to, the cost of clerical support and supervisory engineering review and Hazardous Waste Program administrative and management support;

2. Expenses. The direct expenses incurred during administration and oversight and any analytical costs associated with sampling; plus indirect costs calculated at the approved United States Environmental Protection Agency rates; and

3. Monitoring fee. For sites that require engineering and/or institutional controls (e.g., capping, deed restrictions), the person shall submit a fee to cover the department's long-term monitoring costs. The department's voluntary cleanup project manager shall establish a site-specific monitoring fee, ranging from five thousand dollars to fifteen thousand dollars (\$5,000–\$15,000). The amount of the monitoring fee shall be dependent upon the complexity of the site and the type of engineering and/or institutional controls.

(B) The person shall reimburse the department as follows:

1. After the two hundred dollar (\$200) application fee has been expended pursuant to section 260.569.1, RSMo, reimbursement shall be made from the deposit pursuant to section 260.567.3, RSMo.

2. The department shall bill the person for any further expenses. The person shall reimburse the department within sixty (60) days following notice from the department that reimbursement is due. Failure to submit timely reimbursement may be grounds for termination of the environmental remediation oversight agreement.

(C) The person may appeal pursuant to section 260.569.1, RSMo. Upon appeal to the commission, the disputed amount shall be placed in escrow pending resolution of the appeal.

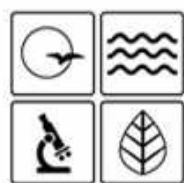
(8) Appeals. Appeal hearings will be conducted by the commission in accordance with section 260.400, RSMo.

AUTHORITY: sections 260.370, 260.567, 260.569, 260.571, and 260.573, RSMo 2016. Original rule filed Jan. 5, 1994, effective Aug.*



28, 1994. Amended: Filed June 1, 1998, effective Jan. 30, 1999. Amended: Filed Feb. 1, 2001, effective Oct. 30, 2001. Amended: Filed June 12, 2018, effective March 30, 2019.

**Original authority: 260.370, RSMo 1977, amended 1980, 1988, 1993, 1995, 2004, 2010; 260.567, RSMo 1993; 260.569, RSMo 1993, amended 2000, 2005; 260.571, RSMo 1993; and 260.573, RSMo 1993.*



Missouri Department of Natural Resources

WHAT IS THE BROWNFIELDS/VOLUNTARY CLEANUP PROGRAM?

Hazardous Waste Program fact sheet

07/2017

Division of Environmental Quality Director: Ed Galbraith

PUB2035

The Brownfields/Voluntary Cleanup Program (BVCP) provides oversight for voluntary cleanup of environmental contamination by property owners and other interested parties. Environmental assessments of commercial and industrial properties are part of many real estate transactions and are often required by lenders and buyers as a result of the liability protection provisions of the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as Superfund. If contamination is found, property owners or other interested parties often want to not only clean up the property, but to also obtain a certificate of completion or “no further action letter” from the state, which provides a measure of environmental liability protection. Hazardous substance contamination is not always regulated under state and federal laws such as Superfund, the Resource Conservation and Recovery Act (RCRA) or state petroleum storage tank regulations. The contamination may be of a type or concentration not warranting enforcement action and may not require cleanup under existing regulations. The BVCP may be the only one with the authority to provide oversight of the cleanup and a certificate of completion. The program provides guidance so the cleanup satisfies any applicable state and federal regulations and also provides written assurance when the project is complete. Missouri’s Hazardous Substance Environmental Remediation Law (voluntary cleanup law) provides the program with the resources and the authority to provide project oversight and completion letters. Oversight costs are paid to the department by the participant.

How the Program Works

Application

The first step to enroll a site is to complete a [Brownfields/Voluntary Cleanup Program \(BVCP\) Application \(Form MO 780-1712\)](#) and [Consent for Access to Property \(Form MO 780-1713\)](#). The application packet must include a \$200 application fee, both forms and all required documentation and enclosures listed on the BVCP application form including copies of all environmental site assessment reports (minimum: phase I environmental site assessment). A project manager will review the application and notify the applicant of acceptance or denial, usually within 30 days.

Letter of Agreement

If the site is accepted, the BVCP will send a letter of agreement to be signed by the applicant. The letter outlines the general responsibilities of the applicant and the Missouri Department of Natural Resources; and, requests an initial deposit to cover the program’s oversight costs, based on the BVCP’s estimate of required oversight time, not to exceed \$5,000. The applicant signs and notarizes the letter of agreement and sends it to the program with the deposit. The application fee and the deposit will be drawn against for oversight costs including labor and travel expenses. If the application fees plus the deposit are depleted before the project is completed, the department will bill the participant quarterly for the additional costs. If oversight costs are less than the initial deposit, the department will refund the remainder at the conclusion of the project.

Review

After receipt of the signed Letter of Agreement and initial deposit, the project manager reviews the site assessment reports and determines if further site assessment or remediation is necessary. Response time is limited by regulation

to 180 days, but is usually within 60 days. If further assessment is needed, the participant prepares and submits a site assessment work plan for review. Upon written program approval of the plan, the additional site assessment is performed by the participant.

Risk-Based Remediation

For sites enrolled in the BVCP, voluntary parties must use the most recent version of the [Departmental Missouri Risk Based Corrective Action \(MRBCA\) technical guidance](#). After the site is characterized, the participant completes a risk assessment according to the technical guidance to determine if risk management is necessary. If deemed necessary, the applicant submits a risk management plan for review and approval. The applicant performs the remediation or risk management activities according to the approved plan and schedule. Oversight can include document review, field observation and collecting samples. If the risk management activities last more than one calendar quarter, the participant provides quarterly progress reports. [Brownfields/Voluntary Cleanup Program Quarterly Report \(MO 780-2101\)](#) form is available for these progress reports.

Environmental Covenant and Long-Term Stewardship

For sites that leave contamination remaining at concentrations above unrestricted (i.e., single-family residential) land use target levels, an environmental covenant will need to be drafted and placed in the property's chain-of-title. The covenant lists the restrictions on the land use that are necessary to protect the health of its occupants; no residential use, prohibiting the drilling of drinking water wells and maintaining an engineered cap over a contaminated area are a few examples. If a site requires a covenant, it will then enter the department's Long-Term Stewardship program following the issuance of the certificate of completion. A part of this stewardship is the periodic inspection of the property by the department to ensure the restrictions of the covenant remain in place. To offset department costs for these inspections, a one-time \$15,000 fee is assessed prior to the issuance of a certificate of completion. Therefore, it is worthwhile to weigh the costs of remediating the site to unrestricted land use levels.

Certificate of Completion

When the cleanup is complete, a final report is submitted to the program for review. When the cleanup meets the established cleanup goals for the site or if the program determines no remedial action is required, the department issues a certificate of completion. Through an agreement with the U.S. Environmental Protection Agency (EPA) Region 7, federal action will not be pursued by EPA with regard to the contamination addressed at the site, based on information only available at the time of determination, once a certificate of completion has been issued by the program.

Participation

Participants can withdraw from the BVCP at any time by providing the department with written notification by certified mail. The department can terminate participants from the program for causes outlined in the Missouri Revised Statutes section 260.569.3.

During the process, participants can appeal any department actions to the Hazardous Waste Management Commission within 30 days of the action. Appeals must be submitted in writing to the department by certified mail.

Entry into the program does not constitute an admission of any liability under state or federal law or a waiver of any defense against such liability. Acceptance of a site into the BVCP does not mean nor imply the department has made a final determination regarding whether the site requires or warrants action under CERCLA, RCRA, the Missouri Hazardous Waste Management Law or other state or federal statutes. Acceptance into the program is based solely on information related to the site known to the department at the time the application is submitted.

BVCP participants are responsible for complying with all applicable federal and state environmental laws and regulations. If you need assistance in determining the laws and regulations that apply to your site, please contact your area's regional office by calling 800-361-4827.

For More Information Contact BVCP at:

800-361-4827 or 573-526-8913

573-526-4817 fax

www.missouribrownfields.com

Additional Information

Brownfields/Voluntary Cleanup Program (BVCP) Application (MO 780-1712) <http://dnr.mo.gov/forms/780-1712-f.pdf>

Brownfields/Voluntary Cleanup Program Quarterly Report (MO 780-2101) <http://dnr.mo.gov/forms/780-2101-f.pdf>

Consent for Access to Property (MO 780-1713) <http://dnr.mo.gov/forms/780-1713-f.pdf>

Departmental MRBCA Document <http://dnr.mo.gov/env/hwp/mrbcadocument.htm>

Regional Offices' Web page <http://dnr.mo.gov/regions/regions.htm>

Missouri Revised Statutes <http://www.moga.mo.gov/mostatutes/statutesAna.html>

Nothing in this document may be used to implement any enforcement action or levy any penalty unless promulgated by rule under chapter 536 or authorized by statute.

For more information

Missouri Department of Natural Resources

Hazardous Waste Program

P.O. Box 176

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