



MICHAEL D. SANDERS

Jackson County Executive

EXECUTIVE ORDER NO. 15-09

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: MICHAEL D. SANDERS
JACKSON COUNTY EXECUTIVE**

DATE: JUNE 15, 2015

**RE: REAPPOINTMENTS TO TRUMAN MEDICAL CENTER BOARD OF
DIRECTORS**

I hereby make the following reappointments to the Truman Medical Center Board of Directors:

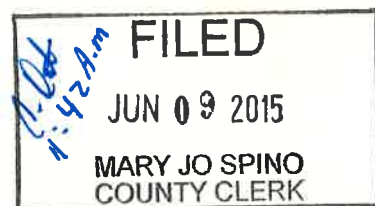
Jean Roth Jacobs is reappointed for a term to expire June 29, 2016.

Maria Martinez is reappointed for a term to expire June 29, 2016.

Mike Enos is reappointed for a term to expire June 29, 2016.


Michael D. Sanders, County Executive

Date: 6-9-15





MICHAEL D. SANDERS
Jackson County Executive

EXECUTIVE ORDER NO. 15-10


**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: MICHAEL D. SANDERS
JACKSON COUNTY EXECUTIVE**

DATE: JUNE 15, 2015

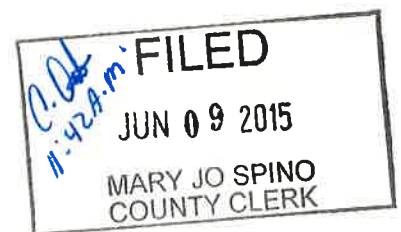
**RE: APPOINTMENT TO THE JACKSON COUNTY ANIMAL WELFARE
COMMITTEE**

I hereby appoint Cindy Marshall to the Jackson County Animal Welfare Committee to fill the vacancy occasioned by the resignation of Robert C. Paden, for term to expire September 30, 2015. A copy of Ms. Marshall's resume is attached.



Michael D. Sanders, County Executive

Date: 6-9-15



**Cindy Marshall
1009 NE Moss Point Road
Lee's Summit, MO 64064**

**Cmars57368@aol.com
816 795-6924 (home)
816 305-2940 (cell)**

I have been a Lee's Summit resident since 1996 and prior that time I lived in Independence, Missouri for 8 years.

I graduated from the University of Missouri-Kansas City with an accounting degree.

On March 3, 2012 I retired after 32 years with the Internal Revenue Service. I spent the last half of my career as a Revenue Agent in the Special Enforcement Program assisting in criminal investigations and prosecutions. A week after I retired, I began volunteering at the Independence animal shelter. In April 2013 I assisted in moving the dogs from the old shelter to the new Jackson County Regional shelter.

I currently spend the majority of my time volunteering at Great Plains SPCA-Independence Campus working with the dogs.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$4,822.00 from the undesignated fund balance of the 2015 Special Road and Bridge Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Public Works Department.

ORDINANCE NO. 4742, June 15, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the County has received a payment from Progressive Insurance Company representing the repair cost of a Public Works Department fleet vehicle damaged as a result of a motor vehicle accident that occurred on June 3, 2015; and,

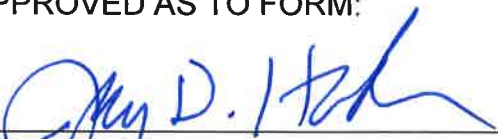
WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account so that the funds may be used to repair the vehicle; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2015 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Public Works Development			
004-9999	47040 - Increase Revenues	\$4,822	
004-2810	Undesignated Fund Balance		\$4,822
004-2810	Undesignated Fund Balance	\$4,822	
004-1504	56530 – Maint & Repair Auto Equipment		\$4,822

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. 4742 introduced on June 15, 2015, was duly passed on _____, 2015 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. 4742.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 004 2810
ACCOUNT TITLE: Special Road and Bridge Fund
Undesignated Fund Balance
NOT TO EXCEED: \$4,822.65



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4742

Sponsor(s): Greg Grounds

Date: June 15, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Appropriating \$4,822.65 from the undesignated fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Public Works Department.</p>															
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>4822.65</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>4822.65</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td colspan="2"> FROM ACCT 004-9999-47040 TO ACCT 004-1504-56530 </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	4822.65	\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:	4822.65	\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 004-9999-47040 TO ACCT 004-1504-56530	
Amount authorized by this legislation this fiscal year:	4822.65	\$														
Amount previously authorized this fiscal year:		\$														
Total amount authorized after this legislative action:	4822.65	\$														
Amount budgeted for this item * (including transfers):		\$														
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 004-9999-47040 TO ACCT 004-1504-56530															
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>															
CONTACT INFORMATION	<p>RLA drafted by Randy Diehl, Zoning Compliance Supervisor, 881-4577</p>															
REQUEST SUMMARY	<p>Requesting \$4,822.65 be transferred from 004-9999-47040, Increase Revenues, to account 004-1504-56530, Maintenance and Auto Repair, repair damage to a 2005 Ford Pickup F150 XL, 144PWD. The County received a payment from Progressive Casualty Insurance Company representing the cost of a Public Works fleet vehicle damaged as a result of motor vehicle accident on October 21, 2014. Check Number 485626443, dated June 3, 2015 for \$4,822.65.</p>															
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
ATTACHMENTS	<p>See Attachment to RLA-2</p>															
REVIEW	<table border="1"> <tr> <td>Department Director: Earl Newill, Acting Director</td> <td><i>Earl Newill</i></td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td><i>Mary Rasmussen</i></td> <td>Date: 6/5/15</td> </tr> <tr> <td>Division Manager:</td> <td><i>Marylou Brown</i></td> <td>Date: 6/10/15</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director: Earl Newill, Acting Director	<i>Earl Newill</i>	Date:	Finance (Budget Approval): <i>If applicable</i>	<i>Mary Rasmussen</i>	Date: 6/5/15	Division Manager:	<i>Marylou Brown</i>	Date: 6/10/15	County Counselor's Office:		Date:			
Department Director: Earl Newill, Acting Director	<i>Earl Newill</i>	Date:														
Finance (Budget Approval): <i>If applicable</i>	<i>Mary Rasmussen</i>	Date: 6/5/15														
Division Manager:	<i>Marylou Brown</i>	Date: 6/10/15														
County Counselor's Office:		Date:														

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

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

Account Number:	Account Title:	Amount Not to Exceed:
004-9999-47040	Increase Revenues	\$4,822.65

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A ORDINANCE appropriating \$58,500.00 from the undesignated fund balance of the 2015 Special Road and Bridge Fund to properly allocate the cost of a previously authorized settlement.

ORDINANCE NO. 4743, June 15, 2015

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 18836, dated May 12, 2015, the Legislature did authorize the settlement of certain employment claims within the Sheriff's Office; and,

WHEREAS, an appropriation is necessary to properly change the funds required for this settlement to the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2015 Special Road and Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Sheriff			
004-4201	55010 – Regular Salaries	\$58,500	
004-9100	56105 – Operating Transfer Out		\$58,500

Special Road and Bridge Fund
Non-Specific

004-9999	47045 – Operating Transfer in	\$58,500	
004-2810	Undesignated Fund Balance		\$58,500
004-2810	Undesignated Fund Balance	\$58,500	

Self-Insurance Fund
Non-Departmental

060-5160	56380 – Uninsured Claimants		\$58,500
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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. 4743 introduced on June 15, 2015, was duly passed on _____, 2015 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. .

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 004 4201 55010
ACCOUNT TITLE: Special Road and Bridge Fund
Sheriff
Regular Salaries
NOT TO EXCEED: \$58,500.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4743

Sponsor(s): Dan Tarwater III

Date: June 15, 2015

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer of funds from Fund 004-4201-55010 to 060-9999-47045 for the purpose of settling the employment claim of a former employee of the Sheriff's Office.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="310 548 1190 800"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$58,500</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$58,500</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code #</td> <td></td> </tr> <tr> <td>FROM: 004-4201-55010</td> <td>\$58,500</td> </tr> <tr> <td>TO: 060-4201-9999-47045</td> <td>\$58,500</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$58,500	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$58,500	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code #		FROM: 004-4201-55010	\$58,500	TO: 060-4201-9999-47045	\$58,500
Amount authorized by this legislation this fiscal year:	\$58,500														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$58,500														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code #															
FROM: 004-4201-55010	\$58,500														
TO: 060-4201-9999-47045	\$58,500														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18836, May 12, 2015</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office Commander (816) 524-4302</p>														
<p>REQUEST SUMMARY</p>	<p>Request that \$58,500 be transferred from Sheriff's salaries (Road and Bridge fund) 004-4201-55010 to the Jackson County self insurance fund 060-9999-47045 for disbursement reference a settlement agreement with former employee.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
<p>ATTACHMENTS</p>															

REVIEW	Department Director: <i>Colleen Kemp</i>	Date: <i>5/29/15</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>6/1/15</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>6/10/15</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$40,022.00 from the fund balance of the 2015 General Fund to provide funding for a new law clerk position within the Jackson County Municipal Court.

ORDINANCE 4744, June 15, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, due to an increased workload in the Jackson County Municipal Court, the court has requested funding for a new part-time law clerk position to increase customer service, alleviate workload on current staff, and take on additional responsibilities for the court, at an annual cost to the County of \$40,022.00; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2015 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
2015 General Fund			
Municipal Court			
001-2810	Undesignated Fund Balance	\$40,022	
001-3004	55025 – Part-Time Salaries		\$ 30,000
001-3004	55040 - FICA Taxes		\$ 2,295
001-3004	55050 - Pension Plan Contribution		\$ 2,700
001-3004	55060 - Insurance Benefits		\$ 5,027

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. 4744 introduced on June 15, 2015, was duly passed on _____, 2015 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 4744.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 001 2810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$40,022.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4744

Sponsor(s): Scott Burnett

Date: June 15, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An Ordinance appropriating \$40,022 from the Undesignated Fund Balance of the 2015 General Fund for the creation of a new Law Clerk position at the County's Municipal Court. _____</p>																		
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="321 552 1274 926"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$40,022</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$40,022</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 001-2810 Undesignated General Fund Balance</td> <td>FROM ACCT \$40,022</td> </tr> <tr> <td>TO: 001-3004-55025 Part Time Salaries</td> <td>TO ACCT \$30,000</td> </tr> <tr> <td>001-3004-55040 FICA Taxes</td> <td>\$ 2,295</td> </tr> <tr> <td>001-3004-55050 Pension</td> <td>\$ 2,700</td> </tr> <tr> <td>001-3004-55060 Insurance</td> <td>\$ 5,027</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$40,022	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$40,022	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM: 001-2810 Undesignated General Fund Balance	FROM ACCT \$40,022	TO: 001-3004-55025 Part Time Salaries	TO ACCT \$30,000	001-3004-55040 FICA Taxes	\$ 2,295	001-3004-55050 Pension	\$ 2,700	001-3004-55060 Insurance	\$ 5,027
Amount authorized by this legislation this fiscal year:	\$40,022																		
Amount previously authorized this fiscal year:	\$0																		
Total amount authorized after this legislative action:	\$40,022																		
Amount budgeted for this item * (including transfers):	\$0																		
Source of funding (name of fund) and account code number; FROM: 001-2810 Undesignated General Fund Balance	FROM ACCT \$40,022																		
TO: 001-3004-55025 Part Time Salaries	TO ACCT \$30,000																		
001-3004-55040 FICA Taxes	\$ 2,295																		
001-3004-55050 Pension	\$ 2,700																		
001-3004-55060 Insurance	\$ 5,027																		
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A</p> <p>Prior resolutions and (date): N/A</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): _____</p>																		
REQUEST SUMMARY	<p>The Jackson County municipal Court is in need of a Law Clerk to assist with the burgeoning caseload. This new position will require an appropriation from the 2015 Undesignated General Fund Balance.</p>																		
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																		

ATTACHMENTS		
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
001-2810	General Fund, Undesignated Fund Balance	\$40,022

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing John Hager for his contribution as a youth baseball coach and volunteer and designating June 27, 2015, as John Hager Day in Jackson County.

RESOLUTION NO. 18852, June 15, 2015

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, John Hager was recognized by the Kansas City Royals on June 4, 2015, as a Buck O'Neil Legacy Seat honoree for his contribution to 3 & 2 competitive youth baseball programs; and,

WHEREAS, John has volunteered for fifty years as a youth coach, helping area children learn the game of baseball and lessons about life; and,

WHEREAS, many of John's players have come from multiple generations of the same families; and,

WHEREAS, the Buck O'Neil Legacy Seat recognizes those individuals in our community who embody the spirit of Buck O'Neil; and,

WHEREAS, as a Buck Seat honoree, John is being recognized for his leadership and volunteerism with the 3 & 2 League, having served as president for thirty-five years; and,

WHEREAS, additionally, John has been named Manager of Year on numerous

occasions, received the Executive Excellence Award presented by the Midwest Professional Baseball Scouts Association, and has been named to the 3 & 2 Hall of Fame and the Kansas City Sports Commission Hall of Fame; and,

WHEREAS, John's wife Pat, and his children Scott and Stephanie, are justifiably proud of their husband and father; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby expresses its congratulations to John Hager for his service to the citizens of Jackson County and designates June 27, 2015, as John Hager Day in Jackson County.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18852 of June 15, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of surplus liquidation and/or auction service and related services for use by the Sheriff's Office to Property Room.com, of Mission Viejo, CA, under the terms and conditions of the National Joint Powers Alliance (NJPA) Contract No. 042911-PRC, an existing government contract.

RESOLUTION NO. 18853, June 15, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for surplus asset liquidation and/or auction services to dispose of items seized or recovered in the course of its business; and,

WHEREAS, by law these items need to be disposed of via sale or auction and this contract will allow for the items to be picked up from the Sheriff's Office and sold on a website in lots or individually; and,

WHEREAS, the recommended vendor would sell the items, deduct its processing fee, and the Sheriff's Office will receive the remaining funds, resulting in no cost to the County; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twenty-four month term and supply contract for the furnishing of surplus liquidation and/or auction service and related services for use by the Sheriff's Office to its current contractor, Property Room.com, of Mission Viejo, CA, under the terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 042911-PRC, an existing government contract; and,


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

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation; now therefore,

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

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. 18853 of June 15, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18853

Sponsor(s): Alfred Jordan

Date: June 15, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for a Surplus Asset Liquidation and/or Auction Service with Related Services for use by the Sheriff's Office to Property Room.Com of Mission Viejo, California under the terms and conditions of the National Joint Powers Alliance (NJPA) Contract Number 042911-PRC, an existing government contract.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 18195, June 17, 2013</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Sheriff's Office is in need of Surplus Asset Liquidation and/or Auction Services to dispose of the inventory of seized and/or recovered items on an "as needed" basis. Pursuant to Missouri State Law and subsequent Court Orders, the inventory of seized and/or recovered items need to be disposed of via sale or auction. This Contract allows for the items to be picked-up from the Sheriff's Office and sold on a website, in lots or individually. There would be no cost to the County for these services; the recommended vendor will sell the items, deduct their processing fee and the Sheriff's Office would receive any remaining funds as revenue.</p> <p>Pursuant to Section 1030.4 of the Jackson County code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Surplus Asset Liquidation and/or Auction Services with Related Service for use by the Sheriff's Office to Property Room.Com of Mission Viejo, California under the terms and conditions of NJPA Contract Number 042911-PRC, an existing government contract.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) NA <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>A Memorandum from Captain David Epperson of the Sheriff's Office and the Renewal Contract Page of the NJPA Contract No. 042911-PRC</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td> <td>Date: <i>Jordan</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> <i>N/A</i> <i>Mary Rasmussen</i></td> <td>Date: <i>6/2/15</i></td> </tr> <tr> <td>Division Manager: <i>Mary Lou Brown</i></td> <td>Date: <i>6/10/15</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date: _____</td> </tr> </table>	Department Director:	Date: <i>Jordan</i>	Finance (Budget Approval): <i>If applicable</i> <i>N/A</i> <i>Mary Rasmussen</i>	Date: <i>6/2/15</i>	Division Manager: <i>Mary Lou Brown</i>	Date: <i>6/10/15</i>	County Counselor's Office:	Date: _____		
Department Director:	Date: <i>Jordan</i>										
Finance (Budget Approval): <i>If applicable</i> <i>N/A</i> <i>Mary Rasmussen</i>	Date: <i>6/2/15</i>										
Division Manager: <i>Mary Lou Brown</i>	Date: <i>6/10/15</i>										
County Counselor's Office:	Date: _____										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

5th YEAR RENEWAL OF AGREEMENT

Made by and Between

PropertyRoom.com, Inc. (Vendor)
5257 Buckeystown Pike, Suite 475
Frederick, MD 21704

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award #042911-PRC” for the procurement of Surplus Asset Liquidation and/or Auction Services with Related Solutions, and having a maturity date of June 21, 2015, and which are subject to annual renewals and a 5th year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. “Vendor” and “NJPA” hereby desire and agree to exercise the 5th year renewal option for the above defined contract for the period of June 21, 2015 to June 21, 2016.

National Joint Powers Alliance® (NJPA)

By:  _____, Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 2/11/15

PropertyRoom.com, Inc.

By:  _____, Its: President & CEO

Name printed or typed: Andrew J. Nash

Date: 2/11/2015

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Barbara Casamento

FROM: Captain David Epperson

DATE: 04/30/2015

SUBJECT: Extension of contract for the services of Propertyroom.com

Ms. Casamento,

I am submitting this memorandum to urge the extension of the current contract with PROPERTYROOM.COM 26421 Crown Valley Parkway Suite #200 Mission Viejo, CA 92691.

Our agency utilizes the services provided by this contract to dispose of seized and recovered items pursuant to Missouri state law and in accordance with court orders granting the disposal such property. Once property is sold the company retains its processing fee, forwarding additional funds to the Sheriff's Office for transfer to the State of Missouri.

In conclusion, we recommend the extension of this contract because it greatly aids our agency reference the disposal of the listed goods.



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Prosecuting Attorney to execute a twelve-month Agreement with three twelve-month options to extend, with the Missouri Office of Prosecution Services (MOPS) for an automated case management and criminal history reporting system, at an annual cost to the County not to exceed \$29,190.14.

RESOLUTION NO. 18854, June 15, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, section 56.750, RSMo, authorizes the Missouri Office of Prosecution Services (MOPS) to develop an automated case management system and provide that service to Missouri prosecuting attorney's offices; and,

WHEREAS, the Jackson County Prosecuting Attorney's Office desires to enter into an agreement with MOPS to utilize this automated case management system; and,

WHEREAS, the County is authorized for 104 users of the System at a total annual cost to the County not to exceed \$29,190.14; and,

WHEREAS, the attached Agreement with the Missouri Office of Prosecution Services is a suitable mechanism by which to implement the mutual agreements of the parties; and,

WHEREAS, the execution of this agreement is in the best interests 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 Executive be and hereby is authorized to execute the attached Agreement with

the Missouri Office of Prosecution Services a cost to the County not to exceed \$29,190.14; 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 Agreement and extensions thereto.

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

APPROVED AS TO FORM:

John D. Haden
Chief Deputy County Counselor

W. Stephen Hefner
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18854 of June 15, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 4101 56662
ACCOUNT TITLE: General Fund
Prosecutor
Software Maintenance
NOT TO EXCEED: \$21,671.00

ACCOUNT NUMBER: 008 4152 56662
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Criminal Prosecution
Software Maintenance
NOT TO EXCEED: \$7,520.00

June 8, 2015
Date

W. Stephen Hefner
Director of Finance and Purchasing

AGREEMENT

January 1, 2015 – December 31, 2015

THIS AGREEMENT is entered into between Missouri Office of Prosecution Services, hereinafter “MOPS”, and the Prosecuting Attorney’s Office of **Jackson** County, Missouri, hereinafter “COUNTY”, and

WHEREAS, section 56.750, RSMo provides that MOPS may “assist in the development, support and maintenance of automated case management and criminal history reporting systems approved by the Prosecutors Coordinators Training Council as the standard utilized by prosecuting attorneys and circuit attorney”, and

WHEREAS, the Prosecutors Coordinators Training Council has approved “PBK”, a product of Karpel Solutions, hereinafter “Karpel” as the standard utilized by prosecuting attorneys and circuit attorney, and

WHEREAS, the State of Missouri, through MOPS, has entered into a contract with Karpel Solutions to provide automated case management system and criminal history reporting services to prosecutors’ offices, and

THEREFORE, the parties agree as follows:

1. That COUNTY agrees to utilize PBK as the sole automated case management system and criminal history reporting system within its office;
2. That COUNTY agrees to use MOPS as the sole point of contact with Karpel for any new or existing contractual services and development requests (including but not limited to enhancement requests and pilot/beta test requests by Karpel);
3. That COUNTY agrees to utilize only the most recent version of PBK as approved by MOPS;
4. That COUNTY agrees to send a representative of its office to PBK training that is approved by MOPS for at least **four (4)** hours per calendar year;
5. That COUNTY agrees to utilize the electronic case transfer function (“PA Transfer”) with the Office of the State Courts Administrator (OSCA) and further agrees to enter into any agreements necessary to effectuate said function;
6. That COUNTY agrees to provide the name and contact information for its local PBK system administrator to MOPS and to update MOPS of any change of information for the local PBK system administrator within 5 business days of such change (see attachment).

7. That COUNTY agrees to enter all criminal cases into PBK and fully dispose of them within the system for the purpose of reporting criminal case dispositions to the Missouri State Highway Patrol (MSHP) CJIS Division, pursuant to RSMo 43.503.
8. That under the current contract between MOPS and Karpel, Karpel is entitled to **\$450.00** per user for annual maintenance costs;
9. That said contract will expire on December 31, 2017 and that MOPS and Karpel have the rights to renegotiate a new contract or decline to enter into another contract which may result in a different annual maintenance amount due to Karpel;
10. That COUNTY shall pay \$358.00 per user for the COUNTY toward the PBK annual maintenance for the period of this agreement;
11. That MOPS shall pay \$92.00 per user for the benefit of the COUNTY toward the PBK annual maintenance, for the period of this agreement;
12. That COUNTY shall be invoiced annually from MOPS at the beginning of each calendar year. The COUNTY shall then make payment to MOPS no later than the 15th of January for that calendar year.
13. That COUNTY currently is authorized for **104** users to be covered by MOPS under this agreement. The COUNTY shall be solely responsible for the expense of any other license(s) that fall outside of the authorized user amount stated above.
14. That COUNTY shall not add any users without the express approval of MOPS;
15. This agreement shall be in effect from January 1, 2015 to December 31, 2015;
16. If, in the judgment of MOPS, COUNTY has not met the requirements of paragraphs 1, 2, 3, 4, 5, 6, or 7, MOPS reserves the right to terminate its annual maintenance payment obligations under this agreement after providing thirty (30) days written notice to COUNTY;
17. Such notice under paragraph 15 may only be given if MOPS has provided COUNTY with written demand to correct the violations of paragraphs 1, 2, 3, 4, 5, 6 or 7, and has provided COUNTY with 30 days in which to comply;
18. This agreement supersedes all other agreements, either written or oral, between MOPS and COUNTY relating to automated case management systems and criminal history reporting systems;
19. Either party may terminate this agreement upon thirty (30) days written notice to the other party;
20. The laws of the State of Missouri shall govern this agreement.

WHEREFORE, we have hereunto set our hands this _____ day of _____, 20__.

Jason H. Lamb,
Executive Director
Missouri Office of Prosecution Services

Jean Peters Baker

Jean Peters-Baker
Prosecuting Attorney
Jackson County

JACKSON COUNTY, MO

APPROVED AS TO FORM:

By: _____
Michael D. Sanders
County Executive

By _____
W. Stephen Nixon
County Counselor

ATTEST BY:

Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$23,244.00 which is hereby authorized.

Date

Director of Finance and Purchasing

Acct. # _____

PBK System Administrator Information Sheet

JACKSON COUNTY

1. System Administrator #1

- a. NAME: Michael Hunt
- b. TITLE Chief Trial Assistant
- c. PHONE NUMBER (816) 881-3856
- d. E-MAIL mhunt@jackson.gov.org

2. System Administrator #2

- a. NAME Nisha Stephen
- b. TITLE Information and Data Analyst
- c. PHONE NUMBER (816) 881-3838
- d. E-MAIL nstephen@jackson.gov.org

3. System Administrator #3

- a. NAME
- b. TITLE
- c. PHONE NUMBER
- d. E-MAIL

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18854

Sponsor(s): Alfred Jordan

Date: June 15, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive and Prosecuting Attorney to execute a one-year agreement with three twelve-month options to extend for the furnishing of an automated case management reporting system with the Missouri Office of Prosecution Services, at a cost to the County for 2015 in the amount of \$29,190.14.</u></p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="318 575 1200 1016"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$29,190.14</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$29,190.14</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$29,190.14</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td></td> </tr> <tr> <td>001-4101-56662</td> <td>\$21,670.14</td> </tr> <tr> <td>008-4152-56662</td> <td>7,520.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$29,190.14	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$29,190.14	Amount budgeted for this item * (including transfers):	\$29,190.14	Source of funding (name of fund) and account code number:		FROM:		001-4101-56662	\$21,670.14	008-4152-56662	7,520.00
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FROM:																	
001-4101-56662	\$21,670.14																
008-4152-56662	7,520.00																
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18368, January 2014 \$24,128.00</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 881-3369</p>																
REQUEST SUMMARY	<p>The Jackson County Prosecutor's Office requests Legislative approval to enter into a contract with the Missouri Office of Prosecution Services (MOPS) to provide the Prosecutor's office with an automated case management system and criminal history reporting services. MOPS has entered into a contract with Karpel Solutions to provide "PBK", a product of Karpel, for the use of Prosecuting Attorney's Offices throughout the State of Missouri. The term of this agreement for January 1, 2015-December 31, 2015 and has three (3) twelve month renewal period(s).</p>																
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p>																

	<input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>Jean Peters Baker</i>	Date: <i>6/2/15</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>6/4/15</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>6/10/14</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with three twelve-month options to extend for the lease of vehicles for use by various County Departments to Enterprise Leasing Company of Kansas, LLC, under the terms and conditions of Invitation to Bid No. 33-15.

RESOLUTION NO. 18855, June 15, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 33-15 for the lease of vehicles for use by the Jackson County Drug Task Force, the Sheriff's Office, and other departments needing to lease vehicles; and,

WHEREAS, a total of six notifications were distributed and two responses were received, one of which was determined to be non-responsive; and,

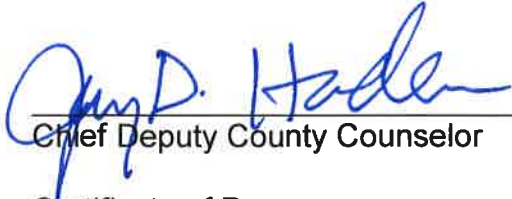
WHEREAS, following evaluation of the bids submitted, the Director of Finance and Purchasing recommends the contract be awarded to Enterprise Leasing Company as the lowest and best bid meeting the departmental needs, pursuant to Invitation to Bid No. 33-15; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18855 of June 15, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18855

Sponsor(s): Alfred Jordan

Date: June 15, 2015

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve (12) Month Term & Supply Contract with Three Twelve Month Options to Extend for the furnishing of Rental/Leasing of Vehicles for use by Various County Departments to Enterprise Leasing Company of KS, LLC. Of Lenexa, KS under the Terms and Conditions of Invitation to Bid No. 33-15.</u></p>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <p>Department : Estimated Use:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Jackson County Drug Task Force</td> <td style="text-align: right;">\$85,000.00</td> </tr> <tr> <td>Sheriff's Office</td> <td style="text-align: right;">\$15,840.00</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$100,840.00</td> </tr> </table> <p>The RLA only approves the term and supply contract; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$86,000.00 Prior Year Actual Amount Spent (if applicable): \$73,001.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO		Jackson County Drug Task Force	\$85,000.00	Sheriff's Office	\$15,840.00	Total	\$100,840.00				
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Jackson County Drug Task Force	\$85,000.00																				
Sheriff's Office	\$15,840.00																				
Total	\$100,840.00																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 17818, February 21, 2012</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																				
REQUEST SUMMARY	<p>The DTF and the Sheriff's Office has requested a Twelve (12) Month Term & Supply Contract for the furnishing of Rental/Leasing of vehicles. The Purchasing Department issued Invitation to Bid No. 33-15 in response to those requirements.</p> <p>A total of Six notifications were distributed with two responses received and one evaluated as follows:</p> <p>Enterprise</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>CLASS</th> <th>DAILY RATE</th> <th>WEEKLY</th> <th>MONTHLY</th> </tr> </thead> <tbody> <tr> <td>Economy/Compact</td> <td style="text-align: right;">\$17.00</td> <td style="text-align: right;">\$119.00</td> <td style="text-align: right;">\$476.00</td> </tr> <tr> <td>Intermediate/Standard</td> <td style="text-align: right;">\$21.50</td> <td style="text-align: right;">\$161.25</td> <td style="text-align: right;">\$645.00</td> </tr> <tr> <td>Full Size</td> <td style="text-align: right;">\$22.30</td> <td style="text-align: right;">\$167.25</td> <td style="text-align: right;">\$669.00</td> </tr> <tr> <td>Premium</td> <td style="text-align: right;">\$22.96</td> <td style="text-align: right;">\$172.25</td> <td style="text-align: right;">\$689.00</td> </tr> </tbody> </table>	CLASS	DAILY RATE	WEEKLY	MONTHLY	Economy/Compact	\$17.00	\$119.00	\$476.00	Intermediate/Standard	\$21.50	\$161.25	\$645.00	Full Size	\$22.30	\$167.25	\$669.00	Premium	\$22.96	\$172.25	\$689.00
CLASS	DAILY RATE	WEEKLY	MONTHLY																		
Economy/Compact	\$17.00	\$119.00	\$476.00																		
Intermediate/Standard	\$21.50	\$161.25	\$645.00																		
Full Size	\$22.30	\$167.25	\$669.00																		
Premium	\$22.96	\$172.25	\$689.00																		


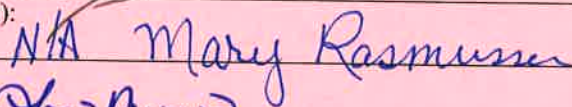

SUV	\$22.96	\$172.25	\$689.00
Mini-Van	\$22.50	\$168.75	\$675.00
12 Passenger Van	\$45.00	\$315.00	\$1,260.00
Small Pickup	\$22.63	\$169.75	\$679.00
Large Pickup	\$22.96	\$172.25	\$689.00
Cargo Van	\$29.00	\$203.00	\$812.00

Enterprise offers a wide variety of vehicle types and ages; as well as, the capability to swap out vehicles on short notice for covert law enforcement confidentiality and officer safety.

This Term and Supply contract will also be available to any County department that needs to rent a car for a short or long term basis.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for the furnishing of Rental/Leasing of Vehicles for Various County Departments to Enterprise Leasing Company of KS LLC of Lenexa, Kansas; under the Terms and Conditions of Invitation to Bid No. 33-15.

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

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A	
ATTACHMENTS	Memorandum from Dan Cummings of the DTF, Memorandum from Dave Epperson of the Jackson County Sheriff's Office and Pertinent pages of the bid from Enterprise Leasing Company of KS.	
REVIEW	Department Director: 	Date: 6-1-15
	Finance (Budget Approval): If applicable N/A	Date: 6/2/15
	Division Manager: 	Date: 6/10/15
	County Counselor's Office: 	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**JACKSON COUNTY DRUG TASK FORCE
Inter-Departmental**

Date: 05/28/15

TO: Cassandra Cheek, Senior Buyer, Jackson County, MO. Purchasing Department

FROM: Dan Cummings, Officer in Charge, Jackson County Drug Task Force

SUBJECT: 2015 Leased Car Bid

The Jackson County Drug Task Force has put our leased vehicle contract out to bid. There were two respondents, only one of which was accepted. Enterprise Rent-a-Car is the Task Force's choice. Their prices are competitive and match what we would have paid with the other respondent prior years.

The Task Force estimates the cost for rental cars during the next year will be \$85,000. From June through December of 2015, the estimated cost is \$49,600.

Thank you for all the assistance you have provided during the bidding process.

Sincerely,


**Dan Cummings, Officer-in-Charge
Jackson County Drug Task Force**

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Cassandra Cheek

FROM: Captain David Epperson

DATE: 05/28/2015

SUBJECT: Rental car recommendation

Cassandra,

I am submitting this memorandum to request that you award Enterprise Rent-a-car the contract of the Jackson County Sheriff's Office.

The Jackson County Sheriff's Office currently has a need for these services and will have ongoing needs for such a service in the foreseeable future. The proposed rates from Enterprise Rent-a-car are comparable to existing costs and this company provides various locations of service which the current vendor does not.

The Jackson County Sheriff's Office currently spends \$15,840.00 annually for two vehicles on monthly rentals.



Jackson
County

National Car Rental
Enterprise Rent-A-Car



Car Rental Proposal | May 2015

Jackson County Purchasing Department
415 East 12th St.
Kansas City, MO 64106

Enterprise Holdings
National Car Rental
Enterprise Rent-A-Car
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Melanie McDole
Business Rental Sales Executive
5359 Merriam Drive
Merriam, KS 66203
913-967-8460 Office
800-813-0968 Fax
Melanie.D.McDole@ehi.com

Offer Validity and Copyright

Offer Validity

The offer included in this RFP response, including rates, coverages and program benefits will be valid for 90 days following the response deadline.

Statement of Non-Binding Nature

This document and subsequent communications are proposals and considered non-binding by Enterprise Holdings and the recipient until a final agreement may be reached. The terms of any final agreement between Enterprise Holdings and recipient will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient.

Trademark and Copyright Information

National Car Rental, Enterprise Rent-A-Car, Alamo Rent A Car, Emerald Club, Enterprise Commercial Trucks, Enterprise Rideshare, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

These registered trademarks and copyrights, whether marked or unmarked, may not be infringed upon or reproduced without the express written consent of Enterprise Holdings and its subsidiaries.

For more information, please visit our website enterpriseholdings.com.

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ENTERPRISE HOLDINGS



National Car Rental and Enterprise Rent-A-Car are internationally recognized brands owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of more than 1.5 million vehicles and a network of 8,000 car rental locations in neighborhoods and at airports worldwide. We lead the industry with more than a third of all airport business in the United States and Canada.

History

Founded in 1947, National Car Rental is a premium brand serving the daily rental needs of the frequent airport business traveler throughout the United States, Canada, Mexico, the Caribbean, Latin America, and Asia. National helped pioneer the corporate account business in the 1970s and introduced the car rental industry's first comprehensive frequent-renter program, Emerald Club, in 1987.

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

Dedication to Service

Today, our brands remain the rental company of choice for our business customers. The Emerald Club continues to expedite the car rental process for time-sensitive corporate travelers by offering counter bypass and automatic e-receipts as well as car choice. The Emerald Club enables customers in the United States to quickly choose their own vehicles, without any paperwork, and simply drive away.

Enterprise — named to *BusinessWeek's* annual list of Customer Service Champs for the last four years — now has more than 7,000 neighborhood and airport locations in the United States, Canada, and Europe. There are more than 5,000 Enterprise offices to serve our clients wherever they do business — all within 15 miles of 90 percent of the U.S. population.

Our brands are uniquely positioned to serve all of your business' car rental needs — both at the airport and locally — with more vehicles and locations than all of our major competitors.

Customer Satisfaction

Customer service is the highest priority at National and Enterprise. Our brands take the top spots for satisfaction among rental customers around the world. Customer service is our way of life. It is what drives us and is how we hold ourselves accountable every day.

Looking Toward the Future

We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental initiatives include:

- Embracing new, cleaner fuels
- Offsetting carbon emissions
- Planting 50 million trees in 50 years
- Increasing our fuel-efficient fleet
- Offering hybrid vehicles
- Funding alternative fuel research

Ranked No. 16 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

National Car Rental and Enterprise Rent-A-Car combine the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to Jackson County travelers in 2015 and beyond.

4.1 Successful Contractor(s) must have locations within 30 Miles of Kansas City, MO.

National and Enterprise both have locations in and around Kansas City, Missouri. With a location within 15 miles of 90 percent of the U.S. population, we are conveniently located in the same communities in which Jackson County employees live and work. Please see Page 14 for a list.

4.2 Successful Contractor shall secure, maintain and pay for any federal, state and local licenses and registrations required to provide the services referenced in this Invitation to Bid.

National and Enterprise maintain and keep up-to-date all applicable licenses, titles, and paperwork for every rental vehicle we operate.

4.3 Successful Contractor(s) nor its agents, servants, or employees will disclose to anyone the identity of any vehicles leased to the County.

We will work with Jackson County to ensure the identity of vehicles and County personnel are not publicly released in any manner.

4.4 Successful Contractor(s) will offer unlimited mileage for vehicles.

For rentals in the Kansas City area, all car classes include unlimited daily and weekly mileage, but are capped at 3,000 free miles per month. Any additional miles will be charged at the rate of \$0.20/mile.

4.5 Successful Contract(s) will offer unlimited exchanges for the County and its departments and shall not charge any penalties or fees.

We understand and agree to this provision.

4.6 Successful Contractor(s) will offer window tinting or the ability for the County to tint the windows on cars that are rented/leased on a monthly basis. Successful Contractor(s) shall not charge the County to remove the tint off the windows.

We understand and agree to this provision.

4.7 Successful Contractor(s) must rent vehicles to Persons 18 years or older without additional fees or surcharges.

We understand and agree to this provision.

4.8 Successful Contractor(s) must provide liability insurance and collision damage waiver at no additional cost. Successful Contractor(s) shall not charge any loss of use fees to the County. This insurance shall also cover any optional item added at the time of travel.

The rates provided for Jackson County in this RFP include full damage waiver coverage with no retained responsibility, and \$1 million in combined single-limit insurance.

Damage Waiver does not cover lost or damaged GPS devices, or other optional items. However, we can set the profile to decline (block) or accept optional add-on items, which will ensure your travelers comply with your travel policy.

4.9 Contractor shall hold the County harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the County in any manner listed in Section 4.18. The Contractor shall not charge the County any collision/loss damage waiver fee. Contractor specifically waives any right to submit any claim against the County for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the County in any manner listed in Section 4.18. Notwithstanding above, County Employee's shall not smoke in Contractors vehicles, and Contractor may reasonably charge the County for any smoking damages caused by County Employees.

We understand and agree to this provision. Note that the DW will be null and void if the vehicle was used in a manner prohibited by the rental agreement.

4.10 Contractor shall provide supplemental liability insurance with each vehicle rental transaction at no additional cost to County. This supplemental liability insurance shall extend third party liability protection to the County in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

The rates provided for Jackson County in this RFP include full damage waiver coverage with no retained responsibility, and \$1 million in combined single-limit insurance.

4.11 Successful Contractor(s) must have a 24 hour customer service number accessible by a toll free telephone number.

National and Enterprise Roadside Assistance is available 24 hours a day, seven days a week via a toll-free number. Enterprise customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website. National's Account Customer Service team is available toll free at 1-800-468-3334 from 7 a.m. to 10 p.m. CST, seven days a week.

4.12 Successful Contractor(s) must have the following vehicle models in the following size classes available for rent/lease. The vehicle models must be the same or an approved equivalent of the vehicles, as shown below. For purposes of size classifications, "intermediate" or "standard" is defined as a mid-sized four-door sedan automobile capable of comfortably transporting four adult passengers.

4.12.1 Compact: Hyundai Accent, Kia Rio, Nissan Versa, Suzuki SX4, Toyota Yaris or approved equal

4.12.2 Intermediate/Standard/Mid-Size: Ford Focus, Chery Cavalier, Dodge Neon, Chery Cobalt, Dodge Caliber, Kia Spectra, Hyundai Elantra, Mazda 3, Nissan Sentra, Pontiac GS, Toyota Corolla, Dodge Stratus, Chevy Malibu, Chrysler PT Cruiser, Chrysler Sebring, Dodge Avenger, Ford Fusion, Hyundai Sonata, Kia Optima, Kia Rondo, Mazda 5, Pontiac G6, Volkswagen Jetta, Toyota Matrix or approved equal

4.12.3 Full Size: Ford Taurus, Chevy Impala, Toyota Camry, Honda Accord, Pontiac Grand Prix, Mitsubishi Gallant, Buick Lacrosse, Dodge Charger, Ford Mustang, Nissan Altima, Mazda 6, Saturn Aura, VW Passat or approved equal

4.12.4 Premium Size Sedan: Ford Crown Victoria, Kia Amante, Chrysler 300, Toyota Avalon, Mercury, Grand Marquis, Nissan Maxima, or approved equal

4.12.5 Station Wagons: Ford Taurus or approved equal

4.12.6 Sport Utility: Chevrolet S-10 Blazer, Jeep Grand Cherokee, Dodge Durango, Ford Explorer or approved equal

4.12.7 Mini-Van: Chevrolet Astra, Chevrolet Venture, Dodge Caravan, Chrysler Voyager, Ford Windstar, Pontiac Montana or approved equal

4.12.8 12 Passenger Vans: Chevrolet 2500 Express/GMC 2500, Ford E350

4.12.9 Small Pickup: Ford Ranger, GMC Canyon, Chevrolet Colorado, Dodge Dakota, Nissan Frontier or approved equal

4.12.10 Large Pickup: Dodge Ram 1500, Ford F150, GMC Sierra 1500, Chevrolet Silverado 1500, Nissan Titan, Toyota Tundra or approved equal

4.12.11 Cargo Van: Chevrolet 1500 Express Cargo, Ford Econoline, Dodge Ram Van, or approved equal

We are able to supply every car class listed, aside from 4.12.5 – Station Wagons. National and Enterprise do not offer a car class that includes station wagons. However, the Ford Taurus or similar vehicle is available under the PXAR – Premium Special classification.

4.13 Required Vehicles/Equipment: Successful Contractor(s) shall only provide the County with rental vehicles with fewer than 40,000 miles and less than two (2) years old, unless otherwise specified. Successful Contractor(s) certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditions, AM/FM radio, air bags, and all season radial tires. Successful Contractor(s) shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes and ordinances.

We will provide vehicles to the County that meet all of these standards. All of our vehicles meet federal, state and local safety standards, and all maintenance and repair will be scheduled and managed by National and Enterprise.

4.14 Maintenance and Operating Expenses: The only operating expense Jackson County will be responsible for is gasoline. All other maintenance and operating expenses (including insurance) are the responsibility of the Successful Contractor(s). Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

All maintenance and associated costs will be handled by National and Enterprise. Through our Preventative Maintenance (PM) program, vehicle mileage, registration status, and service history are monitored on a central computer system that flags vehicles for regular service. Rigorous inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. Vehicle warning and recalls are also monitored via computer links to manufacturers. Our service program adjusts or replaces any component failing to conform to manufacturer specifications, including brakes, tires, tune-ups, and lubrication.

When a vehicle requires attention, a PM-generated control is issued ranging from "Alert" to "Hard Stop," depending on the severity of the problem. Vehicles may be removed from circulation until they can be restored to our safety and comfort standards. All of this ensures travelers do not encounter problems.

4.15 Vehicle Downtime: If a vehicle becomes substantially impaired or unsafe to operate, in the County's judgment, while in the possession of the County, the Successful Contract shall immediately replace the vehicle upon notification by the County, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by the County. Contractor shall be responsible for all repairs and towing of vehicle.

In the event that a vehicle needs to be repaired or replaced, we will work with Jackson County and/or the driver to quickly and efficiently replace the vehicle, at no additional charge. In most cases, we will be able to deliver a vehicle; some charges may apply depending on the delivery location.

4.16 Accidents: The County will promptly notify Contractor of all accidents involving any rental/leased vehicle the County has in its Possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damage, the place at which Contractor may examine the vehicle and such other information as may be known by the County.

If a renter is involved in an accident, the police and the rental location should be notified immediately. If the rental location is not available, the renter should contact Roadside Assistance. The renter should gather information from everyone involved in the accident and provide this information to the rental location or Roadside Service. The renter is also required to provide every summons, complaint, or paperwork pertaining to the accident, including personal insurance information.

4.17 Fines, Expenses, Cost And Administrative Fees: The County shall pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges.

Such expenses will be the responsibility of the County.

4.18 Proper Use Of Vehicle: The County agrees the rental/leased vehicle will not be used:

- **4.18.1 by a driver who is under the influence of alcohol or any prohibited drugs**
- **4.18.2 for illegal purpose**
- **4.18.3 to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement**
- **4.18.4 in a test, race or contest**
- **4.18.5 by an unlicensed driver**
- **4.18.6 off paved, graded, or maintained roads, or driveways, except where the Contractor has agreed to this in writing beforehand. SUV's, cargo vans, and pick-up trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained road and driveways or roads open for use by high-clearance vehicles.**
- **4.18.7 by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws**
- **4.18.8 by a driver who is under 18 years of age**
- **4.18.9 by a driver or occupant who is smoking**

National and Enterprise also consider any of the following acts a violation of the agreement, which will render the Damage Waiver void.

- The damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver.
- The damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs.
- The rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the renter or authorized driver.
- The damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction.
- The damage or loss arises out of the use of the vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training.
- The damage or loss arises out of the use of the vehicle by a person other than: an authorized driver, a duly licensed parent or child over the age of 18 who permanently resides in the same household, or a parking valet or parking garage attendant for compensation and in the normal course of employment.
- The damage or loss arises out of the use of the vehicle outside of the continental United States and Canada when that use is not specifically authorized by the rental agreement.
- The authorized driver has failed to comply with the requirements for reporting damage or loss as set forth in the rental agreement.

Reservations

4.19 Successful Contractor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under this Invitation to Bid.

National and Enterprise offer real-time connectivity to our internal reservation system via multiple booking channels, including a 24-hour toll-free number, direct XML links, our branded websites, the GDS, online travel sites, and through our Contact Center, which is staffed 24 hours per day, 365 days a year. All booking channels have real-time access to vehicle availability and rates, including rate per day and an estimated total that includes taxes, fees, and surcharges. Jackson County renters will only need to reference their corporate Account Number.

4.20 Successful Contractor shall also accept reservations at branch locations via walk-in or local telephone number.

Customers can contact the local branch directly to make reservations, or walk up to the rental counter and rent a vehicle without a reservation. However, because rentals are made based on supply and demand, we recommend that customers reserve a vehicle at least 24 hours before their desired rental time. Specialty vehicles or vehicles rented within peak times may require more notice.

4.21 Successful Contractor personnel at all location must have access to the rates and term and conditions contain in this Invitation to Bid.

All booking channels, including all National and Enterprise locations, have real-time access to vehicle availability and rates, including rate per day and an estimated total that includes taxes, fees, and surcharges.

Our reservation system also incorporates an automated rate quote program to ensure that the appropriate contractual rates and provisions will be applied. This is driven by an Account Number, which ensures 100 percent compliance with Jackson County's contract. Whenever a reservation is placed using this Account Number, the rates and terms of a traveler's corporate agreement are recognized as primary and are automatically extended to the renter. In conjunction with our real-time connectivity to all major travel agency Global Distribution Systems (GDS), the use of Jackson County's Account Number on reservations also allows travel agents to view your rates and availability instantaneously.

4.22 Successful Contractor shall not charge additional fees for short notice reservations

We do not charge any fees for reservations. However, because rentals are made based on supply and demand, we recommend that customers reserve a vehicle at least 24 hours before their desired rental time. Specialty vehicles or vehicles rented within peak times may require more notice.

4.23 Successful Contractor(s) shall attempt to meet 100% of the County's reservations when 24 hours' notice is given. If a reserved vehicle is not available at the time of pickup by the County, Successful Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of the same or greater quality was substituted at same or lower price.

In the unlikely event that a reserved vehicle is not available, National and Enterprise will proceed with alternative measures within a reasonable time frame. We ensure the traveler's rental experience is efficient and convenient by upgrading the vehicle class, reimbursing transportation expenses, arranging delivery of a car, arranging for a vehicle with a competitor (absorbing any rate difference), or any other remedy as practical for the situation. If alternative methods are needed, this will be noted on the invoice, and any price difference absorbed by National and/or Enterprise.

Exchanges

4.24 Successful Contractor(s) will allow exchanges within one week of notification

We will make every effort to exchange vehicles as quickly as possible when needed. With more than 10 locations in the Kansas City area, we have the resources and vehicles to meet nearly any vehicle need for Jackson County renters.

4.25 In Case of Emergency the County will require exchanges to be made within Forty-Eight (48) Hours' notice.

We will make every effort to exchange vehicles as quickly as possible when needed. With more than 10 locations in the Kansas City area, we have the resources and vehicles to meet nearly any vehicle need for Jackson County renters.

Delivery

4.26 At the time of vehicle pickup, Successful Contractor shall deliver to the County a vehicle with a full tank of gas; proper fluid levels; coolant protect to -20 degrees; and in clean condition (inside and out). All vehicles should be in a like-new conditions with no body damage or mechanical problems that impede the safe operation of the vehicle.

In certain situations, Enterprise locations will be able to deliver vehicles to a business address. We will require a 24-hour notice; the notice may increase during peak travel seasons. The local Enterprise branch will work closely with you to meet your delivery needs.

All vehicles are thoroughly cleaned and prepped before they are ready to rent. Upon return of a vehicle, National and Enterprise locations begin with an initial inspection of the vehicle. Service agents then perform a number of vehicle preparation tasks including vacuuming the interior, cleaning the interior windows, dash, door/doorjamb, measuring fluid levels, checking wipers and tire pressure, tire wear, and more. Only after the vehicle has been completely prepped is it then passed through the car wash and returned to the active fleet.

All vehicles are under manufacturer's warranties and are tracked for completion of regular preventive maintenance according to manufacturer's specifications. Preventive maintenance includes, but is not limited to; lube, oil, filter, and tire rotation.

We will provide vehicles with a full tank of gas for Jackson County renters.

4.27 Successful Contract may request County Employee to sign Contractor's Standard Rental Form solely to document the delivery of the vehicle

The local Enterprise branch will work closely with Jackson County for vehicle delivery needs. This will include signing a standard rental agreement. We can also add "Signature on File" language to the contract that would allow us to deliver vehicles and not require the renter to sign for the delivery.

4.28 Return Of The Vehicle: The County shall return any rented vehicle to the Successful Contractor with a full tank of fuel. If County returns the vehicle to Successful Contractor with less than a full tank of fuel, Contractor may invoice County for the mission fuel at the average retail cost of fuel for the market at the return location.

If a vehicle is returned with less than a full tank of gas, the renter will be charged the refueling rate based on current local, per-gallon price, plus a fee of up to 50 percent. Corporate locations will cap the maximum refueling charge at \$2 per gallon above current per-gallon prices.

Invoicing & Paperwork

4.29 The County will utilize Miscellaneous Blanket Purchase orders on this Contract.

4.30 Miscellaneous Blanket Purchase Orders are for an estimated dollar amount and the successful Contractor will bill the County against the Miscellaneous Purchase Order until the stated dollar amount is spent, the fiscal year ends, or the Contract terminates.

4.31 A hard copy of the Miscellaneous Purchase Order, issued by the Finance and Purchasing Department must be in place with the Successful Contractor before any items can be purchased. Failure to adhere to this policy will result in the immediate termination of any resulting contract.

4.32 Successful Contractor must have flexibility in the billing cycle. Departments that rent vehicles monthly shall be billed on a monthly basis and have individual car breakdowns, other departments will be billed as needed.

National and Enterprise can establish separate billing numbers to support and track different cost centers and departments. Renters will be required to reference the appropriate billing number at the time of reservation.

4.33 Rental receipts and bills must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the rental price.

Our billing format shows basic and customized rental information, including all itemized fees and charges in addition to the daily rate. Any additional fees and charges will also be quoted and itemized at the time of reservation, and shown on the rental receipt.

4.34 Successful Contractor shall invoice the County for services within 5 days of month end.

New accounts are automatically placed into a weekly billing schedule that produces invoices every Tuesday. Alternative billing cycles and frequencies — including monthly, daily, biweekly, and every ten days — may be arranged.

4.35 Invoices shall contain at a minimum the following transaction information: License plate #; Delivery date and time; Odometer at time of delivery; Return date and time; Odometer at time of return; Reservation Number

Our invoices contain all of the above-mentioned information, aside from the reservation number.

4.36 Price Increases: The Successful Contractor may increase prices only when the increase applies to the General Public and is stated officially in writing to Jackson County, Missouri. Price increase shall not take effect against the County until the Successful Contractor has verified the fulfillment of this condition to the reasonable satisfaction of the County's Purchasing Department. No price increases will be allowed in the first twelve (12) months of this contract.

We understand and agree to this.

Enterprise Holdings
600 Corporate Park Drive
Saint Louis, MO 63105
enterpriseholdings.com

Provide on your Company's letterhead a brief history of your company

Enterprise Holdings

With more than 86,000 employees, 1.2 million vehicles, and annual revenues of \$17.8 billion — together with its affiliate Enterprise Fleet Management — Enterprise Holdings is the largest car rental service provider in the world.

Headquartered in St. Louis, Missouri, our company is an independently-owned, private corporation operating the National Car Rental and Enterprise Rent-A-Car brands, along with several other operational divisions all dedicated to providing our customer with an easy and efficient total transportation network.

Collectively, the Enterprise family of companies operates a network of 8,000 car rental locations in neighborhoods and at airports worldwide and is the most comprehensive service provider in the industry, unparalleled in size, strength, and stability. With these two brands, Enterprise Holdings gives businesses the service, value, and convenience they expect from the brands they have come to know and trust — and the most comprehensive business rental solution in the marketplace.

National Car Rental

On August 27, 1947, a group of 24 independent car rental operators with 800 vehicles and 60 locations founded National Car Rental. Over the years, National would go on to pioneer many industry features, improving the rental experience for travelers. Today, National Car Rental is a premium, internationally recognized brand serving the daily rental needs of the frequent airport traveler throughout the United States, Canada, Mexico, the Caribbean, Latin America, and Asia. In 1954, National became the first car rental brand to offer one-way rentals for those wishing to rent cars in one town and leave them in another. Our one-way rental network remains one of our industry-leading strengths.

Through tremendous growth, organizational changes and new travel industry innovations, National has remained a leader in both business and leisure rentals. The National Car Rental brand is now one of the world's largest rental car companies, and serves the most popular domestic and international travel destinations through a network of more than 2,000 locations worldwide.

Enterprise Rent-A-Car

In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of its native St. Louis. In 1974, a branch manager in Orlando started a new program that provided customers with a free ride to the rental office. This service led to Enterprise's well-known "We'll Pick You Up" tradition.

In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, focusing on serving businesses with small- to mid-sized fleets. Seven years later, Enterprise surpassed the half-million-vehicles mark in its rental and leasing fleet and 4,000 locations worldwide. The company also opened its first Rent-A-Truck location, now known as Enterprise Truck Rental.

In 2007, after five decades of continuous growth and expansion, Enterprise celebrated its 50th anniversary and announced its environmental and sustainability platform. While the rest of the industry competed at the edge of America's runways, Jack Taylor took the company into neighborhoods — where customers lived and worked. We now operate nearly 6,000 rental locations, conveniently situated within 15 miles of 90 percent of the United States.

In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.

Provide a list of your top 3 customers. Customers must be of equal or greater size than Jackson County's estimated yearly average spend on the rental/leasing of vehicles.

National and Enterprise currently serve approximately 600,000 corporate accounts, with a retention rate of 95 percent. Companies with annual spend of \$5 million or more account for 5 percent of our corporate account revenue. More information can be provided if needed.

Provide a list of your Company's locations that are within 30 miles of Kansas City, MO.

Downtown Kansas City, MO 600 Grand Ave. 816-842-4700	Lee's Summit, MO 1025 SW Blue Pkwy. 816-246-8185	Western Wyandotte, KS 7611 State Ave. 913-334-2571
Blue Springs, MO 320 NW 7 Hwy 816-224-4949	Kansas City North, MO 1412 Burlington St. 816-452-2020	Lenexa, KS 11942 W. 95th St. 913-894-0400
Grandview, MO 1512 Main St. 816-765-4404	Kansas City South, MO 9400 Troost Ave. 816-941-2500	Liberty, MO 609 S. State Rt. 291 816-792-1444
Independence, MO 3445 S. Noland Road 816-836-3200	Kansas City - Watt's Mill 1146 W. 103rd St. 816-942-2322	Midtown Kansas City, MO 3543 Main St. 816-931-1208
Gladstone, MO 7507 N. Oak Trfwy. 816-436-6900	KCI Airport 3 Nassau Circle 816-464-2500	Mission, KS 10000 SM Parkway 913-262-8888
Lawrence, KS 2233 W. 29th Terr. 785-842-8040	Olathe West, KS 1610 E. Santa Fe 913-254-0012	Topeka Downtown, KS 333 Topeka Blvd. 785-233-0200
Leavenworth, KS 4614 S. 4th Trfwy. 913-727-2222	Overland Park, KS 10661 Metcalf 913-642-9669	Overland Park South, KS 14873 Metcalf Ave 913-402-1322
Overland Park North 7800 Metcalf 913-383-1300	Ottawa, KS 201 E. 2nd St. 785-242-0300	Platte Woods, MO 7515 NW Prairie View 816-746-4000
Raytown, MO 9720 E. 350 Hwy. 816-358-0404	Sedalia, MO 2409 W. Broadway 660-827-3575	Shawnee, KS 6000 Nieman Road 913-631-7663
Harrisonville, MO 2103 N. State Rt. 291 816-380-6807		

Provide your Company's 24 hour customer service number

National and Enterprise Roadside Assistance is available 24 hours a day, seven days a week at 1-800-367-6767 in the U.S.

National's Account Customer Service team is available toll free at 1-800-468-3334 from 7 a.m. to 10 p.m. CST, seven days a week.

Enterprise customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website.

Provide a blank copy of your company's Standard Rental Form

A Sample Rental Agreement is provided as a separate attachment.

Contractor Utilization Plan, page 22 through 26 hereof must be filled out, signed, notarized and submitted with your bid. Failure to include this document with your bid may RESULT IN THE REJECTION OF YOUR BID.

The Contractor Utilization Plan, signed and notarized, is attached. However, National and Enterprise do not utilize sub-contractors for vehicle rental services.

Competitive Rates

Special rates for the Greater Kansas City Area

Vehicle Class	Daily Rates	Weekly Rates	Monthly Rates
Economy/Compact	\$17	\$119	\$476
Standard	\$21.50	\$161.25	\$645
Full-Size	\$22.30	\$167.25	\$669
Premium	\$22.96	\$172.25	\$689
Luxury	\$22.96	\$172.25	\$689
Minivan	\$22.50	\$168.75	\$675
Medium SUV	\$22.96	\$172.25	\$689
Standard Truck	\$22.63	\$169.75	\$679
Full-Size Truck	\$22.96	\$172.25	\$689
12/15-Passenger Van	\$45	\$315	\$1260
Cargo Van	\$29	\$203	\$812

Discounted U.S. Rates

For rentals outside of the Kansas City area, Jackson County renters will receive a 10% discount on National Car Rental rates, and a 5% discount on Enterprise Rent-A-Car rates.



TIME	DATE	YEAR	RENTAL TYPE	SOURCE NO	I.D. NO.	RENTAL AGREEMENT NO. D
TIME	DATE	YEAR	RENTER			
START CHARGES IF DIFFERENT			ADDRESS	HOME PHONE		
ORIGINAL VEHICLE			ADDRESS	OFFICE PHONE		
COLOUR	REGISTRATION NO.		CITY	COUNTY	POSTAL CODE	
MODEL	UNIT NO		DRIVER'S LICENCE NO	DATE ISSUED	EXPIRY DATE	
MILEAGE	IN	OUT	ISSUING AUTHORITY	DOB	EMPLOYER	
DRIVEN			BILL TO	COMPANY		
CONDITION AGREED TO <input checked="" type="checkbox"/> RENTER			ATTN.	PHONE	EXT.	
			REFERENCE NUMBER:			
CONDITION SAME ON RETURN Yes No			ADDITIONAL DRIVER — PERMITTED ONLY WITH ENTERPRISE APPROVAL AGE			
ONLY DAMAGE LARGER THAN SHOWN ON DAMAGE EVALUATOR WILL BE MARKED			I request Enterprise's permission to allow DRIVER'S LICENCE NO. ISSUING AUTH. ISSUE DATE EXPIRY DATE			
LOAD COVER			Who is under my control and direction to drive the rented vehicle for me and on my behalf. I am responsible for their acts while they are driving, and for fulfilling the terms and conditions of this agreement.			
F OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F			X RENTER AUTH. BY			
U IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F			RENTER DECLINES DAMAGE WAIVER (DW) AND ASSUMES DAMAGE AND THEFT RESPONSIBILITY. SEE PAGE 3 PARAGRAPH 2. RENTER ACCEPTS DAMAGE WAIVER (DW) AT DAILY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £100 OR THOSE INDICATED TO THE RIGHT. DW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 3.A.			
OPTIONAL PRODUCTS NOTICE			RENTER DECLINES EXCESS PROTECTION (EP) PARTIAL WAIVER (PW) SEE PAGE 3 PARAGRAPH 7. RENTER ACCEPTS EXCESS PROTECTION (EP) PARTIAL WAIVER (PW) AT ONLY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £600 OR THOSE INDICATED TO THE RIGHT. EP/PW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 3.B.			
Our contract offers optional products including Damage Waiver, Excess Protection/Partial Waiver, Roadside Assistance Protection. Some of these products entail a separate charge. Before deciding whether to accept any of these optional products, you may wish to determine whether your personal insurance or credit card provides you coverage during the Rental Period.			RENTER DECLINES ROADSIDE ASSISTANCE PROTECTION (RAP) SEE PAGE 3 PARAGRAPH 7. RENTER ACCEPTS ROADSIDE ASSISTANCE PROTECTION (RAP) AT DAILY FEE SHOWN TO THE RIGHT. RAP IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 3.C.			
REPLACEMENT VEHICLE			RENTER INSURANCE INFORMATION			
TIME	DATE		INSURER: POLICY #:			
COLOUR	REGISTRATION NO		IT IS IMPORTANT THAT YOU HAVE READ AND UNDERSTAND THE ENTIRE AGREEMENT BEFORE SIGNING. ONLY SIGN THIS AGREEMENT BELOW IF YOU WISH TO BE BOUND BY THE TERMS AND CONDITIONS ON PAGES 1 TO 4.			
MODEL	UNIT NO.		STATEMENT OF LIABILITY: I ACKNOWLEDGE THAT FOR THE PERIOD OF THE RENTAL I SHALL BE LIABLE AS THE OWNER OF THE VEHICLE FOR ANY FIXED PENALTY OFFENCE COMMITTED WITH RESPECT TO THE VEHICLE OR ANY PENALTY CHARGE NOTICE, ANY EXCESS CHARGE OR PENALTY CHARGE FOR PARKING OR BUS LANE CONTRAVENTIONS WHICH MAY BE INCURRED AND ANY CHARGES AND PENALTY CHARGES INCURRED UNDER A ROAD USER CHARGING SCHEME.			
MILEAGE	IN	OUT	BY SIGNING BELOW I AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 TO 4 AND AUTHORISE YOU TO OBTAIN PAYMENT OF ALL AMOUNTS DUE OR WHICH MAY BECOME DUE UNDER THIS RENTAL AGREEMENT BY DEBITING THE CREDIT OR DEBIT CARD PRESENTED FOR SECURITY AT THE TIME OF RENTAL.			
DRIVEN			I AGREE TO INSURE THE VEHICLE FOR ALL THIRD PARTY RISKS UNDER ANY INSURANCE POLICY AVAILABLE TO ME. SEE PAGE 3 PARAGRAPH 6.			
CONDITION AGREED TO <input checked="" type="checkbox"/> RENTER			RENTER	DATE		
			ENTERPRISE REP <input checked="" type="checkbox"/>	EMPL. NO.		
CONDITION SAME ON RETURN Yes No			I WILL RETURN CAR BY: DEPOSIT(S) PLEASE RETAIN YOUR RECEIPT			
ONLY DAMAGE LARGER THAN SHOWN ON DAMAGE EVALUATOR WILL BE MARKED			Date	Time	Type	Amount
LOAD COVER						Paid By
F OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F			ADDITIONAL INFORMATION:			
U IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F			TOTAL CHARGES			
			DEPOSITS			
			REFUNDS			
			AMOUNT DUE			
			CLOSED BY			
			RENTER HAS BEEN INFORMED OF ACCIDENT REPORTING INSTRUCTIONS			
			RENTER <input checked="" type="checkbox"/> Accepts			

Enterprise Rent-A-Car UK Limited.
Reg. No.: 2946689
Reg. Office and Data Controller: Enterprise House,
Melburne Park, Vicarage Road, Egham, Surrey TW20 9JY.

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P11 front
PARAGON

RENTAL AGREEMENT: TERMS AND CONDITIONS

PAGE 2 of 4

1. Your Agreement with us:

When you sign Page 1 you accept the terms and conditions set out in this rental agreement (Agreement) which consists of Pages 1 to 4. Please read this Agreement carefully. If there is anything you do not understand, please ask any member of staff.

We and you are the only parties to this Agreement and you are responsible for complying with all the terms of this Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

We assure you that our vehicle (Vehicle) is roadworthy and suitable for renting at the start of the rental period.

This Agreement is the entire Agreement between you and us concerning the rental of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of you and us.

2. Rental period:

We agree that you may have the Vehicle until the return date on Page 1. We may agree to extend this rental orally or in writing but the rental period may never be more than three months. We may require you to pay an additional deposit if we agree to extend the rental.

Subject to the following conditions, you can choose to return the Vehicle during our standard office hours before the agreed return date on Page 1 and thereby terminate this Agreement early (and the rental period shall be reduced accordingly). If you have prepaid the rental charges to qualify for a "special offer" rate you agree no refund will be due for early termination otherwise you will, in such circumstances be obliged to pay our standard day rates (as well as any other applicable charges referred to in this Agreement) for the days or parts thereof during which you rented the Vehicle. Our standard day rates change frequently and are published on our website www.enterprise.co.uk (Website). They may be more than the day rates you originally agreed with us. Likewise the average daily cost of other applicable charges (such as insurance cover) for the reduced rental period may be higher. You will also lose the benefit of any "special offer" rates (for example week-end rates that are dependent on hiring the Vehicle for a minimum specified period). Therefore before choosing to return the Vehicle early in this way, you must first contact us to identify the revised charges payable. If you do not wish to pay such charges, you shall have no right to vary or terminate the Agreement as described in this Paragraph unless separately agreed by us. Any change to the return date will affect the charges referred to in Paragraph 5, but except as expressly stated or required by implication, early termination shall not otherwise affect the parties' respective rights and obligations under this Agreement.

Any administrative steps taken by us as a result of an agreed extension to the rental period (including without limitation changes to our records, billing processes, document reference numbers or document dates) shall not affect your responsibilities to us under the terms and conditions of this Agreement.

3. Your responsibilities:

- You must look after the Vehicle and the keys. You must always lock the Vehicle and secure all of its parts.
- You must not let anyone work on the Vehicle without our permission. If we give you permission, we will only give you a refund if you have a receipt for the work.
- You must inspect the Vehicle prior to taking possession of it.
- You must stop using the Vehicle and contact us as soon as you become aware of a fault with the Vehicle.
- You must bring the Vehicle back to us by the date and time shown on page 1 unless otherwise agreed. One of our staff must see the Vehicle to check that it is in good condition. If we have agreed that you may return the Vehicle outside business hours or if you choose to leave the Vehicle with a third party you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of our staff.
- You must check that you have not left any personal belongings in the Vehicle before you bring back the Vehicle.
- By signing the statement of liability on Page 1, you acknowledge that you will be liable as the owner, driver or operator of the Vehicle for any offence, penalty, charge or fine which is committed, issued or incurred in respect of any parking, bus lane, congestion charge or traffic offence or contravention in any jurisdiction where the Vehicle is driven until it is returned, unless caused through our own fault.

4. Use of the Vehicle:

The Vehicle must not be used

- by anyone other than you or any Additional Driver named on page 1;
- by anyone without a full valid driving licence for the class or use of vehicle rented;
- for hire or reward;
- for any illegal purpose;
- for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- while under the influence of alcohol or drugs;
- outside of the United Kingdom or in the case of rentals in Northern Ireland outside of the United Kingdom or the Republic of Ireland, unless we have given you written permission;
- overloaded with more passengers than seatbelts or to transport children without the legally required carseats;
- to propel or tow any other vehicle or trailer;
- other than on a paved public highway, private road or driveway;
- to transport dangerous or noxious substances;
- in a reckless or negligent manner;
- in or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing, movement or parking of aircraft and aerial devices, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

5. Charges:

- For all daily items designated as "/day" on Page 1.
 - If Page 1 indicates "day - 24 hour period", a day is each consecutive full or partial 24 hour period.
 - If Page 1 indicates "day - calendar day", a day is each consecutive full or partial calendar day.
 - All charges are for a minimum of 1 day.
- For all rental terms shown as "/week" or "/month" on Page 1.
 - If Page 1 indicates "/week" a week is 7 consecutive days beginning at the start time of the rental.
 - If Page 1 indicates "/month" a month is 30 consecutive days beginning at the start time of the rental.
- You agree to pay us the following charges:
 - The time charges for the rental period and any extension of the rental period at the daily rate shown on page 1 (or if no rate is provided on page 1, at the standard prevailing daily rate).
 - Charges for any optional services or products which you chose to accept.
- Additional Obligations. You shall pay to us on demand:
 - All fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, us, you, any Additional Driver or any other driver you permitted to use the Vehicle until the Vehicle is returned unless caused by our own fault;
 - A reasonable administration fee for processing any fines or offences against the Vehicle, you or us during the rental period, unless caused through our own fault;
 - Our costs including reasonable legal fees incurred collecting payments due from you under this Agreement;
 - A reasonable collection fee if the Vehicle is not returned to the original rental office indicated on Page 1;
 - A cleaning fee if you fail to return the Vehicle in a reasonable condition and such charge shall be the additional cost to us reasonably incurred as a result of such failure;
 - Any recovery fees reasonably incurred by us where the damage to, or Vehicle fault is the result of human error by you, any Additional Driver or any other person you permitted to use the Vehicle and is not covered by any manufacturer breakdown programme;
 - A refuelling service charge which will be based on the rates set on page 1 of this agreement or at the rental branch you rented the vehicle from (or both) if you did not return the vehicle to us with the agreed amount of fuel unless an optional fuel product was purchased to waive this charge.
- In the case of damage to, loss or theft of the Vehicle or any part or accessory howsoever caused to the Vehicle unless caused through our own fault, you shall pay us on demand:
 - Fair market value of the repair or replacement of the Vehicle, part or accessory (as applicable) or a repair value calculated by reference to our standard list for minor repairs;
 - Reasonable administration fees;
 - Loss of revenue at the daily rate shown on Page 1 (or if no rate is provided on page 1, at the standard daily rate for the vehicle provided) based on our loss of income of the Vehicle, not to exceed 30 days, provided that this does not result in us being compensated twice for the same loss;
 - A reasonable sum for diminishment of value as determined by an independent Motor Engineer;
 - Any towing, storage and impound fees reasonably incurred by us as a result of the damage to, loss or theft of the Vehicle.

We shall have the sole right and responsibility to repair the Vehicle and shall, unless you have already settled our agreed repair costs, attempt to repair the Vehicle and process the insurance claim in a timely manner. Your liability for damage to, loss or theft of, the Vehicle may be reduced by the purchase of Damage Waiver or Excess Protection/Partial Waiver (see Paragraph 8).

- You will pay Value Added Tax and all other taxes (if any) payable on any of the charges listed in this Paragraph 5.
- You are responsible for all charges, even if you have asked someone else to be responsible for them or we have billed any third party. You agree that we will compute and debit final charges from your credit and/or debit card if that is the form of deposit or security being used, as shown on Page 1. All charges are subject to final audit. We will use reasonable endeavours to notify you before debiting from your credit and/or debit card charges which are finalised or come to light after the end of the Agreement. Where the rental of the Vehicle is consequent upon your own vehicle having been involved in an accident, we may at our sole discretion permit payment of the charges due under this Agreement to be deferred for a period not exceeding 11 months from the date of this Agreement. At the end of the deferral period the amount due shall become payable in one single payment. No interest or other charges shall be payable during, or in respect of, the deferral or credit period.

6. Responsibility to third parties:

Unless the words "3RD PARTY COVER INCLUDED" appear on Page 1, if valid motor third party liability insurance is available on any basis to you Additional Driver(s) or any other driver and such insurance satisfies the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which you operate the Vehicle, that insurance is primary and we extend no indemnity under our motor fleet insurance policy. You are required to comply with the terms of any applicable insurance policy.

However, if the words "3RD PARTY COVER INCLUDED" appear printed on Page 1, or no valid third party liability insurance is available on any basis to you or any Additional Driver(s) and you and any Additional Driver(s) are in compliance with the Terms and Conditions of this Agreement we agree that you and any Additional Driver(s) age 21 and over will be entitled to indemnity under our motor fleet insurance policy against claims from a third party alleging injury, death or damage to property as required by the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which you operate the Vehicle. You will be bound by the terms, conditions, limitations, exceptions and exclusions of our policy and may request a copy of our policy from our Reg. Office as specified on Page 1.

You agree to fully cooperate and assist us and our insurers in the investigation of any third party claim and agree that we or they will have the sole right to settle any claim as we or they may decide is necessary. You agree that any failure to report a claim as soon as reasonably possible, failure to cooperate or assist, any fraud or breach of the terms and conditions of our policy, or any breach of Paragraph 4 will invalidate the cover supplied under our motor fleet insurance policy.

If the insurance available to you, Additional Driver(s) or any other driver does not pay any third party damages they are entitled to as a result of you, Additional Driver(s) or any other driver failing to comply with the terms and conditions of that policy, you will have to repay on demand all costs incurred by us or our insurers in settling and handling the claim. If you provide false information in relation to any third party claim, or if we or our insurers suspect fraud, we may notify fraud prevention agencies and databases, and you may be prosecuted.

7. Damage and theft responsibility:

If you decline Damage Waiver on Page 1 you must keep the Vehicle insured against damage to, loss or theft of, this Vehicle up to the fair market value of the Vehicle. You must comply with the terms of your insurance policy. If the Vehicle is damaged, lost or stolen and Damage Waiver is declined or does not apply (see Paragraph 8 a.) you must allow us to make a claim under any policy in your name. If you also decline Excess Protection/ Partial Waiver and / or Roadside Assistance Protection on Page 1 or if they do not apply (see Paragraphs 8 b. and 8.c.) you agree to pay us on demand the appropriate excess as stated in your insurance policy.

If the insurance you have arranged does not pay us in full for any charges outlined in Paragraph 5 d. or 5 e. you are still responsible for paying us all outstanding charges on demand.

If you have paid us everything required under this Agreement and we later recover all of our losses from a third party we will refund you any excess.

8. Our protection products:

a. **Damage Waiver (DW):** If you accept DW on Page 1, we will not hold you liable for damage to, loss or theft of, the Vehicle, except that you will still have to pay the excesses indicated on Page 1 every time the Vehicle is damaged or stolen or lost. If no excesses are indicated on Page 1 you will still be responsible for the first £1100 every time the Vehicle is damaged or stolen or lost. Your responsibility can be reduced with the acceptance of Excess Protection/Partial Waiver (see 8.b. below) and for Roadside Assistance Protection (see 8.c. below). You agree DW does not exempt you from liability for damage caused by: the use of incorrect fuel, any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if you failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

b. **Excess Protection (EP) / Partial Waiver (PW):** If you accept EP/PW on Page 1 and have accepted DW we will reduce your responsibility for any loss caused by damage to or theft of or loss of the vehicle to the excess indicated in page 1, or if no excesses are indicated the first £500 every time the vehicle is damaged, stolen or lost. If you accept EP/PW and DW has not been accepted you remain responsible for all losses above £600 up to the full market value of the vehicle every time the vehicle is damaged or stolen or lost. You agree that EP/PW does not exempt you from liability for damage caused by: the use of incorrect fuel, any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if you failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

c. **Roadside Assistance Protection (RAP):** If you accept RAP on page 1 we will waive all of your responsibility for the following (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the vehicle (ii) replacement key costs (iii) glass repair or glass replacement costs except when part of a larger repair to the vehicle (iv) all recovery and call out charges imposed by our chosen Roadside Assistance Providers as a result of any fault occurring to our vehicle which is due to driver or renter error. RAP does not exempt you from these charges for damage caused by the use of incorrect fuel, any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or running out of fuel multiple times.

9. What to do if the Vehicle is in an accident or stolen or lost:

- You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible.
- Unless the words "3rd PARTY COVER INCLUDED" and "DW INCLUDED IN RATE" appear on Page 1 you must as soon as reasonably possible notify your insurers and confirm to us that such notice has been given.
- You or any driver must not admit responsibility to anyone in relation to the accident.
- You and any driver should collect the names and addresses of everyone involved, including witnesses, and give them to us.
- You and any driver must promptly forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.
- You agree to cooperate with us and our insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by us in your name and defending any proceedings brought against you.
- You must return the original keys to us and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or lost.

10. Data Protection:

- You agree that we, our subsidiaries parent company and any subsidiary of our parent company whether in the EU or outside the EU (including the USA) may:
 - store your personal data that relates to any incident arising from your dealings with us if we think that, as a result of such incident, you could be a risk for future rentals. We may refer to such data when you contact us to seek future rental services. For example, we will record data about your failure to pay, theft of or damage to a vehicle, abusive behaviour towards our staff, any relevant criminal offence committed or alleged or if you have driven under the influence of drugs or alcohol. Such data is stored separately from our general client database though the databases are linked. If we record any such data against your name and you later seek to rent another vehicle in the UK or elsewhere, a decision will be made by our authorised employees as to whether the rental may proceed.
 - process any personal data given by you or obtained for the purposes of keeping of accounts and records in connection with this Agreement and its performance and unless you withdraw your agreement, our marketing generally;
 - verify personal, driving and credit information provided by you and any Additional Authorised Driver through credit agencies, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA), fraud prevention agencies/databases and other sources.
 - process the data in the EU and the USA or elsewhere and make it available to us, any subsidiary, any parent company, or any subsidiary of a parent.
 - provide your personal data to third parties to carry out customer satisfaction surveys on our behalf.
 - provide details of any accidents in which you or any Additional Driver of the Vehicle are involved to relevant insurance databases; and
 - process your personal data in the EU and the USA for the above purposes.
- You agree if you break the Agreement we can give such of your personal data as may be relevant to the DVLA, the DVA, debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.
- Queries about personal data should be referred to the data controller at the registered office on Page 1.
- If you do not agree to your personal data being used for marketing purposes, contact the data controller at the registered office on Page 1.
- Personal data collected will be used for the purposes encompassed in the current Privacy Policy that can be accessed at www.entrprise.co.uk or by written request from the data controller at the registered office on Page 1.
- The Vehicle may be equipped with a tracking device and/or a telematics system. You acknowledge that such systems utilise mobile telephony, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be guaranteed. You authorise us and our appointed providers to use and access location information and automatic crash notification concerning you for use in the operation of an automatic crash notification system and use of the Vehicle location system for legitimate reasons (such as to investigate a lost or stolen Vehicle or to co-operate with law enforcement authorities). You accept that a tracking device may alert us if the Vehicle enters any designated area (such as a port) so we are aware if the Vehicle may be transferred abroad, or for other security reasons. We are not obliged to use or ensure the proper operation of any tracking device or telematics system in the Vehicle.
- When you use any satellite navigation or infotainment system in this Vehicle you are responsible for any information that is stored in the systems as a result of your use. We cannot guarantee the privacy or confidentiality of such information, and you must wipe it before you return the Vehicle to us. If you do not do this, the next users of the Vehicle will be able to access this information.

11. Ending the Agreement:

- You may return the Vehicle and terminate this Agreement at any time during the rental period in accordance with and subject to Paragraph 2.
- We may end this Agreement immediately upon written notice to you if you commit any material breach of this Agreement. A "material breach" by you includes any failure to comply with paragraphs 3, 4 or 5.
- Upon termination of this Agreement, if you fail promptly to return the Vehicle to us, we may repossess it and you shall be liable for the reasonable costs involved in repossessing it.
- Termination of this Agreement shall not affect your or our rights and remedies which exist at the termination date. Any parts of this Agreement which by implication continue after termination shall not be affected.

12. Governing law:

Where your address is shown on Page 1, to be in England or Wales, this Agreement is governed by the laws of England and any dispute shall be settled in the Courts of England and Wales. Where your address is shown on Page 1 to be in Scotland, this Agreement is governed by the laws of Scotland and any dispute may be settled in the Scottish Courts. Where your address is shown on Page 1 to be in Northern Ireland, this Agreement is governed by the laws of Northern Ireland and any dispute may be settled in the Courts of Northern Ireland. In any other case, this Agreement is governed by the laws of England and any dispute may be settled in the Courts of England and Wales. In this Paragraph 12, "dispute" shall include both contractual and non-contractual disputes. A reference to a statute or statutory provision in this Agreement is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

CLICK & SAVE.

Find our lowest rates and weekend specials online at enterprise.co.uk

WHAT TO DO IF YOU HAVE AN ACCIDENT WITH ANOTHER VEHICLE?

Please follow ALL of the action steps below. Failure to do so may jeopardise your coverage under available insurance.

(1) Obtain the following:

- Date
- Third party reg.
- Time
- Third party vehicle
- Location
- No. of passengers
- Witness details
- Third party tel.
- Third party name
- Third party mobile

(2) Call Enterprise immediately, 24/7 on the number indicated below

0845 600 5923

*Local call rates apply

Your rental branch as shown on page 1

(3) Provide the third party with the above Enterprise telephone number



WE'VE GONE GLOBAL

Enterprise is a proud member of the Drive AllianceSM network, with more than 8,200 locations at airports, train stations and in neighbourhoods throughout Europe, North America and beyond. Enterprise and the Drive Alliance network will help you get where you're going.

WE'RE ALWAYS ON CALL.

Should you require Roadside Assistance, please call the location where you rented the vehicle. If outside of office hours, please call 0800 316 0977.



We'll pick you up.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with the Hinkle Law Firm, LLC, of Overland Park, Kansas for the furnishing of specialized legal advice and consulting for use by the Human Resources Department, at a cost to the County not to exceed \$25,000.00.

RESOLUTION NO. 18856, June 15, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Human Resources Department has a need for specialized independent legal advice and consulting related to internal investigations; and,

WHEREAS, the Director of Human Resources recommends an Agreement with the Hinkle Law Firm, LLC, of Overland Park, KS, at a cost to the County not to exceed \$25,000,00; and,

WHEREAS, the execution of an Agreement with the Hinkle Law Firm is in the best interests 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 Executive be, and hereby is, authorized to execute an agreement with the Hinkle Law Firm, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18856 of June 15, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 5101 56020

ACCOUNT TITLE: General Fund
Non-Departmental
Legal Services

NOT TO EXCEED: \$25,000.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18856

Sponsor(s): June 15, 2015

Date: Scott Burnett

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute an Agreement with the Hinkle Law Firm LLC for the furnishing of specialized consulting and advise, for use by the Human Resources Department.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="305 558 1187 869"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$25,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$25,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$25,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO 001-5101-56020 General Fund, Non-Dep, Legal Services</td> <td>FROM ACCT \$25,000 TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$25,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$25,000	Amount budgeted for this item * (including transfers):	\$25,000	Source of funding (name of fund) and account code number; FROM / TO 001-5101-56020 General Fund, Non-Dep, Legal Services	FROM ACCT \$25,000 TO ACCT
Amount authorized by this legislation this fiscal year:	\$25,000										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$25,000										
Amount budgeted for this item * (including transfers):	\$25,000										
Source of funding (name of fund) and account code number; FROM / TO 001-5101-56020 General Fund, Non-Dep, Legal Services	FROM ACCT \$25,000 TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Dennis Dumovich, 881-3140</p>										
REQUEST SUMMARY	<p>The Human Resources Department has a need for legal advice and consultation related to an internal investigation.</p> <p>The Director of Human Resources recommends an Agreement with Hinkle Law Firm of Overland Park, KS for the furnishing of these services.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS											

REVIEW	Department Director: Dennis Dumovich <i>D-D</i>	Date: <i>6/4/15</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>6/4/15</i>
	Division Manager: <i>Mary How Brown</i>	Date: <i>6/10/15</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a six-month term and supply contract with four twelve-month options to extend, for the furnishing of vision care insurance coverage as an employee benefit for use County-wide to EyeMed Vision Care of Mason, OH, pursuant to the recommendation of the County's benefits broker, Garry and Associates.

RESOLUTION NO. 18857, June 15, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 18175, dated May 20, 2013, the Legislature did award a contract for the furnishing of broker and consulting services for employee insurance benefits for use County-wide to Garry and Associates of North Kansas City, MO; and,

WHEREAS, Garry and Associates has solicited written proposals for group vision care insurance coverage for County employees; and,

WHEREAS, a total of nine responses were received and evaluated as follows:

RESPONDENTS

AETNA
Overland Park, KS

Ameritas
Overland Park, KS

EyeMed
Mason, OH

Humana
Kansas City, MO

KC Life
Kansas City (Jackson County), MO

MetLife
New York, NY

Standard
New York, NY

United Health Care
Minnetonka, MN

VSP
Kansas City, KS

and,

WHEREAS, the Director of Finance and Purchasing and Gary and Associates recommend the County Executive be authorized to execute a six-month contract with four twelve-month options to renew, for the furnishing of eye care as an employee benefit for use County-wide to EyeMed of Mason, OH, as the best bid meeting specifications; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds subject to annual appropriation; and,

WHEREAS, the recommended plan rates are as follows:

Individual	\$5.57
------------	--------

Eligible Employee + Spouse	\$10.58
Eligible Employee + Children	\$11.14
Family	\$16.37

and,

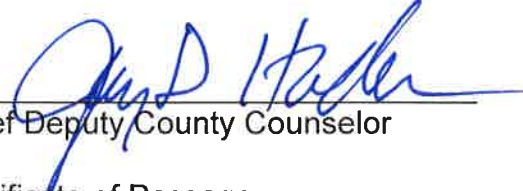
WHEREAS, a special open enrollment period for this vision care coverage will be held to allow eligible employees to take advantage of this benefit during 2015; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and is hereby authorized to execute a six-month contract with four twelve-month options to renew, for the furnishing of vision care insurance coverage as an employee benefit for use County-wide to EyeMed of Mason, OH; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, 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. 18857 of June 15, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18857

Sponsor(s): Scott Burnett

Date: June 15, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>awarding a six-month term and supply contract with four twelve-month options to extend for the furnishing of vision coverage as an employee benefit.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="305 556 1185 871"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18175 May 20, 2015</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Dennis Dumovich, Director of Human Resources; 816-881-3140</p>										
<p>REQUEST SUMMARY</p>	<p>This resolution would allow the opportunity for all eligible County employees to elect vision coverage for themselves and their family at no cost to the county. Bids were solicited by Garry & Associates and the lowest bidder and best provider was selected from nine proposals. This vision coverage will allow employees to receive a vision exam for a \$10 copay and provide a hardware/contact lenses benefit as well as related discounts.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>	<p>Eye Med Proposal Summary of proposals</p>										

REVIEW	Department Director: Dennis Dumovich <i>D-D-D</i>	Date: 6/9/2015
	Finance (Budget Approval): <i>If applicable</i> <i>NIA</i>	Date:
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>6/10/2015</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



JACKSON COUNTY
Human Resources Department

Res. 18857

415 East 12th Street, First Floor
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3135
Fax: (816) 881-3474

To: Barbara Casamento
From: Dennis Dumovich, Director of Human Resources DD
Subject: Vision Benefit
Date: May 15, 2015

As we discussed, Garry & Associates conducted a request for proposal (RFP) for vision plans in March of 2015. We received nine proposals including most of the key providers in Greater Kansas City.

Garry & Associates reviewed the proposals and recommended that we consider two providers as finalists in the process. I reviewed the two finalists and recommend we use Eye Med, the low bidder in the process. Eye Med has a very good network in Greater Kansas City, has an excellent benefit structure, has given us a 4+ year rate guarantee and was the low bidder.

This voluntary vision plan will not add any cost to the Jackson County benefit package. The full cost of the benefit is born by the employee. We were able to achieve such a low cost for the employee by providing the carrier with access to over 1,000 employees.

As you are aware, I have provided you the actual proposals and a spreadsheet comparing the key benefits and costs for each provider. Please let me know if I can provide any additional information.

Michael D. Sanders, County Executive

JACKSON COUNTY

VISION PROPOSALS									
CARRIER	AETNA	AMERITAS	EYEMED	HUMANA	KC LIFE	METLIFE	STANDARD	UHC	VSP
Annual Eye Exam	\$10.00 Co-Pay	Subject to max	\$10.00 Co-Pay	\$15.00 Co-Pay	\$10.00 Co-Pay	\$10.00 Co-Pay	Covered by BC	\$10 Co-Pay	\$10 Co-Pay
Lenses (per pair)									
Single Vision Lenses	Cover in full	Subject to max	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full
Lined Bifocal Lenses	Cover in full	Subject to max	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full
Lined Trifocal Lenses	Cover in full	Subject to max	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full
Frame Allowance	\$130.00	Subject to max	\$150.00	\$45.00	\$130.00	\$130.00	\$130.00	\$130.00	\$150.00
Frequencies									
Exam/Lens/Frame	12/12/24	Subject to max	12/12/24	12/12/24	12/12/24	12/12/24	NA/12/24	12/12/24	12/12/24
Lens Co-Pay	\$10.00	\$0.00	\$20.00	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Maximum	None	\$150	None	None	None	None	None	None	None
Contact Lenses:									
Fit & Follow Up									
Exams	\$40.00	Subject to max	Up to \$55.00	Up to \$110.00 combined with materials	\$25.00	not to exceed \$60 Co-Pay	N/A	N/A	not to exceed \$60 Co-Pay
Contact Lenses:									
Elective	Up to \$115.00	Subject to max	Up to \$150.00	Up to \$110.00 combined with exam	Up to \$130.00	Up to \$130.00	Up to \$130.00	\$125.00	\$150.00
Medically Necessary	Cover in full	Subject to max	Covered in full	Covered in full	Up to \$210.00	Covered in full	Covered in full	Covered in full	Covered in full
RATES									
EE:	\$7.34	\$7.36	\$5.57	\$6.53	\$6.59	\$7.66	\$6.26	\$6.99	\$6.14
EE/Spouse:	\$13.94	\$14.40	\$10.58	\$13.06	\$11.88	\$15.36	\$11.51	\$13.25	\$12.28
EE/Child(ren):	\$14.67	\$13.88	\$11.14	\$12.40	\$12.53	\$13.00	**	\$15.54	**
FAMILY:	\$21.57	\$20.92	\$16.37	\$19.49	\$19.79	\$21.44	\$17.35	\$21.86	\$19.76
RATE GUARANTEE:	4 years	2 years	4 years	2 years	2 years	2 years	4 years **EE+1 rate	3 years	4 years **EE+1 rate

EyeMed Vision Care
4000 Luxottica Place
Mason, OH 45040

Phone
513 765.6000

Online
eyemed.com

Feb 26th, 2015

Dear Tamy,

On behalf of our entire team, we would like to thank you for the opportunity to share our capabilities in providing your vision care benefits. We've discovered wonderful ways our company complements your goals in vision care and we've put together a response that will help you see all the amazing things EyeMed has to offer you and your employees. After all, we believe everyone deserves to see life to the fullest. And, with EyeMed, your employees' choices are endless in their experience with eye care and eye wear.

Throughout our response, you'll find unique ways we separate ourselves from ordinary vision benefits, such as:

- Extensive industry experience, translating into innovative products and stress-free administration
- The ability to receive secure membership file transfer via an FTPS site.
- A large highly desirable network with both independent and many of the most popular retail providers
- An incredible member experience your employees will appreciate
- 48 month rate guarantees
- Longest customer services hours in the industry with a dedicated account manager to handle any and all administrative needs.

We're pretty excited to share all the ideas we have for your vision plan and we're committed to providing exceptional value and service to you and your employees. We look forward to talking with you more about your needs and how we can fulfill them. If you have any questions, please feel free to contact me at any time.

Sincerely,

Dustin Posgay
Sales Representative
o 513 765 3163
c 513 532 2407
Dustin.posgay@eyemed.com

Service Code or Description	Member Cost In-Network	Out-of-Network Reimbursement*
Exam with Dilation as Necessary	\$10 Copay	\$40
Retinal Imaging Benefit	Up to \$39	N/A
Exam Options:		
Standard Contact Lens Fit and Follow-Up:	Up to \$55	N/A
Premium Contact Lens Fit and Follow-Up:	10% off Retail Price	N/A
Frames:		
Any available frame at provider location	\$0 Copay; \$150 Allowance, 20% off balance over \$150	\$105
Standard Plastic Lenses		
Single Vision	\$20 Copay	\$30
Bifocal	\$20 Copay	\$50
Trifocal	\$20 Copay	\$70
Lenticular	\$20 Copay	\$70
Standard Progressive Lens	\$85 Copay	\$50
Premium Progressive Lens	See attached Fixed Premium Progressive list	\$50
Lens Options:		
UV Treatment	\$0 Copay	\$12
Tint (Solid and Gradient)	\$0 Copay	\$12
Standard Plastic Scratch Coating	\$0 Copay	\$12
Standard Polycarbonate - Adults	\$40	N/A
Standard Polycarbonate - Kids under 19	\$0 Copay	\$32
Standard Anti-Reflective Coating	\$45	N/A
Polarized	20% off Retail Price	N/A
Photocromatic / Transitions Plastic	\$75	N/A
Premium Anti-Reflective	See attached Fixed Premium Anti-Reflective Coating list	N/A
Other Add-Ons	20% off Retail Price	N/A
Contact Lenses		
(Contact lens allowance includes materials only)		
Conventional	\$0 Copay; \$150 allowance, 15% off balance over \$150	\$150
Disposable	\$0 Copay; \$150 allowance, plus balance over \$150	\$150
Medically Necessary	\$0 Copay, Paid-in-Full	\$210
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off Retail Price or 5% off promotional price	N/A
Additional Pairs Benefit:	Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A
Frequency:		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 24 months	
Monthly Rate		
Subscriber	\$5.57	
Subscriber + Spouse	\$10.59	
Subscriber + Child(ren)	\$11.14	
Subscriber + Family	\$16.37	

All plans are based on a 48-month contract term and 48-month rate guarantee.
 Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies

* Member Reimbursement Out-of-Network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating providers have agreed to the discounted rate

Additional Discounts:

Member receives a 20% discount on items not covered by the plan at network Providers. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered.

Members also receive 15% off retail price or 5% off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision

After initial purchase, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at www.eyemedvisioncare.com.

The contact lens benefit allowance is not applicable to this service.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

Certain brand name Vision Materials in which the manufacturer imposes a no-discount practice.

Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group

Rates are valid for groups domiciled in the State of MO.

Fees quoted will be valid until the 6/1/2015 plan implementation date. Date quoted: 4/7/2015.

Rates assume Employer contribution of 20% or less for employees and dependents

Insured Plans are underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York

Policy number: VC-19/VC-20, form number M-9083

RATES ASSUME LESS THAN 20% EMPLOYER CONTRIBUTION

Plan Exclusions:

- 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear
- 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5) Plano (non-prescription) lenses and/or contact lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals;
- 8) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; 9) Services or materials provided by any other group benefit plan providing vision care;
- 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

If Jackson County has chosen this benefit design with the attached supplement, sign here:

Signature

Date

TCO

Executive Summary

We're excited that you want to learn more about us! Here at EyeMed, we want everyone to have the most amazing experience with vision care. After all, sight is one of the greatest gifts we have. It plays an important role in our everyday lives – helping us work, keeping us safe and, most importantly, allowing us to fully experience all that life has to offer.

As part of the Luxottica family – the global leader in eyewear manufacturing and distribution – our vision roots run deep. And, as the fastest-growing vision benefits company in the country, it's no surprise that more and more companies are choosing EyeMed. There are many reasons for this but, for us, we just love showing everyone what vision benefits should be – better access and more choices when it comes to eye care professionals, innovative products that solve every-day problems and a vision plan that members find easy-to-use. With 25 years of vision benefit experience and more than 36 million funded members to learn from, we know what people want in a vision plan. So with us, your employees will really appreciate the vision benefit you're offering. Come see for yourself...

At the end of the day, we know that value and service to your employees goes beyond just price. So, we have carefully considered your needs and we believe our proposal will exceed your expectations. Most importantly, we can't help but point out what a difference your employees will notice with EyeMed. As a member, they'll experience:

- Meeting our captains at your open enrollment events – these local eye care professionals will be there to greet them and show them what to look forward to
- Our unique Welcome Packet with 2 ID cards, a benefit summary and personalized provider listing – all mailed to their home after enrolling
- Our exclusive Sun Perks program, which provides each member both subscribers and dependents with a \$50 Sun Perk Certificate that can be used at any Sunglass Hut (in-store or online!)
- Convenient access through our mobile-optimized web, online appointment scheduling¹ and our Customer Care Center – open 7 days a week, 362 days a year!
- More choices in eyewear and eye care – weekend appointments, one-hour service, high-fashion and budget-friendly brands, the latest technology – we have them all!
- Extra discounts, such as 40% off additional complete pairs – the largest discount in the industry

Life is wonderful. There is so much to see. We want to give your employees' eyes a front row seat.

It's no secret that our network is pretty special. The fact is, people's needs constantly change, so they need a network with plenty of options. That's what our network is all about. Sound simple? We think so. And yet, our network is the only one truly built for the people who use it. In fact, more than 50% of clients surveyed that made the move to EyeMed have done so based on network alone².

Our network provides access to more than 62,000 providers at about 70% independent and 30% retail locations nationwide. Nearly 60% of eyewear dollars are now spent at optical retailers, so it's critical to offer both independent and retail options for your employees.³ Not only are retail providers located in shopping malls or other convenient retail areas in your neighborhoods, but they offer overall value, high-fashion frames and the latest in lens and exam technology that oftentimes allows for one-hour and same-day service.

Executive Summary



Your employees will have access to 5 of the top 10 most preferred optical retailers¹. And there's no catch – every location on our network is truly considered an in-network option.

Working with us won't feel like work

Our clients appreciate just how smoothly our vision program runs. We work really hard to make sure our network, products and service provide the right solution for your employees so you can check trouble-shooting your vision plan off your list! As a client, you'll experience:

- A stress-free implementation – proven by our 100% client satisfaction rating with implementation seven years in a row!
- A 48 month rate guarantee – so you can keep costs steady for your employees
- Performance guarantees to demonstrate our commitment to you
- A designated account manager and, for those who like to dig in on their own, access to our Client Web
- Enhanced reporting – making it easy to follow trends with your plan
- EyeMed HealthyEyes – disease management support to tie-in with your overall health and wellness initiatives

More than any other vision benefits company, we are passionate about delivering a vision plan that your employees will truly appreciate. And, we're confident that you'll appreciate our consultative approach. We're pretty excited about all the ideas we have for your vision plan but we're also great listeners – we want to make sure we build a plan that is exactly what you want for your employees. On behalf of our entire team, we thank you for the opportunity to present our proposal and we look forward to hearing from you.

See you soon!

Sources:

¹Online appointment scheduling available at participating provider locations.

²EyeMed 2012 annual client and prospect opportunity survey

³Vision Council Member Benefit Report from 2012;

⁴2012 Jobson Consumer Perceptions of Managed Vision Care

eye

**EyeMed Member/
Patient Services:**
Visit your member
website or call the number
on the front of the card.
**EyeMed Doctors/
Providers only:**
Visit eyemed.com to
receive plan information
or authorization online or
call 1.800.521.3695

EyeMed logo and member website icons

Please detach carefully at perforation and keep ID card in your wallet.

eye

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eye
Med

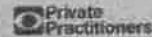


We're excited you've joined us



Locate a provider

You love choices - and so do we. That's why our network has thousands of independent doctors and retail providers. Visit the website on the front of your card to find one near you.



LENSCRAFTERS



Schedule an appointment

Call ahead or stop by one of the many providers that offer walk-ins. Most also have evening and weekend hours to fit any schedule.

PEARLE
VISION

sears
OPTICAL



Check out our online tools

On your member website, you can view your plan benefit, verify your eligibility, print a replacement ID card, access your EOB and more!

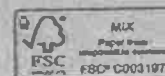
OPTICAL

optical

For more information, visit your member website shown on the front of your ID card.

Please note your benefits cannot be combined with any other discounts, coupons or promotional offers.

Out-of-network benefits may apply





www.eyemed.com
 Member/Patient Services: 1-866-800-5457
 INSIGHT PLAN H
 Company Name
 SUSAN SAMPLE
 Group #: 1234567
 Effective: 01/01/2014



www.eyemed.com
 Member/Patient Services: 1-866-800-5457
 INSIGHT PLAN H
 Company Name
 SUSAN SAMPLE
 Group #: 1234567
 Effective: 01/01/2014

Professional Providers Near You

VICTOR T CHU O D
 GINA T HUYNH O D
VISION CARE
 6839 HWY 5 NORTH
 HOUSTON TX 77084
 (281) 953-9136

BRUCE C WICK O D
 MADELINE D NGUYEN O D
 LAN P TRAN O D
VISION SOURCE COPPERFIELD PA
 8717 HWY 5 NORTH
 HOUSTON TX 77095
 (281) 853-8000

JAMES A OEVERMANN O D
CYPRESS FAMILY EYECARE
 7035 BARKER CYPRESS
 CYPRESS TX 77433
 (281) 353-4141

KELLY N MAI O D
VISION QUEST PA
 9740 BARKER CYPRESS SUITE 116
 CYPRESS TX 77433
 (281) 370-1314

CATHERINE D DONG O D
 JIMMY M NGUYEN O D
 YEN-LINH H HOANG O D
PEARLE VISION CENTER
 6860 HWY 5 NORTH STE A
 HOUSTON TX 77084
 (281) 493-8333

AMRITA K BA'NS O D
PEARLE VISION
 25905 US HWY 290
 CYPRESS TX 77433
 (281) 253-8774

SHANZIDA H ALAM O D
 NOHA M SHEHATA C D
 NADIA T LERA-AUGUSTINE O D
JCPENNEY OPTICAL
 7925 FM 1960
 HOUSTON TX 77070
 (281) 955-6891

TAM ANH D HA O D
LENSCRAFTERS
 1020 W. LOWBROOK MALL
 HOUSTON TX 77070
 (281) 394-0404

• Locations subject to change. When making your appointment, please confirm all discounts and services are offered.

* Participating Doctors of Optometry located at or next to LensCrafters, Pearle Vision, Sears Optical and Target Optical are independent of, and not employed by, optical dispensary.

For a list
 of providers
 near you, go to
eyemed.com

55555PRO09-F1



SUSAN SAMPLE
 PO BOX 000Y
 HOUSTON TX 77095



LENSCRAFTERS



EYEMED VISION CARE BENEFIT

Frequency	Member Cost	Out-Of-Network Reimbursement
Contact Lenses	Once within a 12 month period defined by last date of service	
Exam	Once within a 12 month period defined by last date of service	
Frame	Once within a 24 month period defined by last date of service	
Lens	Once within a 12 month period defined by last date of service (Contact lenses are in lieu of eyeglass lenses)	
Vision Care Services	Member Cost	Out-Of-Network Reimbursement
Exam	\$10 Copay	Up to \$30
Dilation	\$0	
Eye Exam Refraction	\$0	
Lens		
Single Vision	\$20 Copay	Up to \$25
Bifocal	\$20 Copay	Up to \$40
Tri-focal	\$20 Copay	Up to \$55
Standard Progressive Lens	\$85 Copay	Up to \$40
Premium Progressive Schedule 1	\$117 Copay	
Premium Progressive Schedule 2	\$123 Copay	
Premium Progressive Schedule 3	\$85 Copay + (80% of Charge) less \$123 allowance	Up to \$40
Premium Progressive Lens Laminar	\$20 Copay	Up to \$55
Other Lens Types	80% of Charge	
Frame		
Frame	30% of Balance over \$150	Up to \$75
Lens Options		
Standard Polycarbonate (under 19)	\$0	
Standard Polycarbonate (19 +)	\$40 Copay	
Photochromatic Plastic	\$75 Copay	Up to \$1*
Standard Plastic Scratch Coating	\$0	
Anti	\$15 Copay	
UV Treatment	\$15 Copay	
Standard Anti-reflective (AR) Coating	\$45 Copay	
Premium AR The1	\$57 Copay	
Premium AR The2	\$63 Copay	
Premium AR The3 20% Off	80% of Charge	
Other Lens Options	80% of Charge	Up to \$28
Standard Polycarbonate		
Contact Lenses		
Contact Lens - Conventional	85% of Balance over \$150	Up to \$120
Contact Lens - Disposable	Balance over \$150	Up to \$120
Standard FR And Follow Up	\$55 Copay	
Premium FR And Follow Up	90% of Charge	
Medically Necessary Contacts	\$0	Up to \$210.00
Non-Scheduled Items		
Doctor Misc Material	60% of Charge	
Retinal Imaging	\$30 Copay	
LASIK or PRK Vision Correction	85% of Charge	

Benefits are not provided for services or materials arising from Orthopedic or vision training, sub-ocular vision aids and any associated supplemental testing, Anisotropic lenses, Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or vision examination, or any corrective eyewear required by a Policyholder as a condition of employment, safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when vision Materials would next become available.

Discounts not applicable to certain brand name Vision Materials in which the manufacturer imposes a no-discount practice. Benefits may not be combined with any discount, promotional offering, or other group benefit plans.

Standard/Premium Progressive Lenses not covered - fund as a Bifocal Lens. Standard Progressive Lenses covered - fund Premium Progressive as a Standard.

Benefit advances provide no remaining balance for future use within the same Benefit Frequency.

Additional Information

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

Members receive a 15% discount off the retail price or 5% off any promotional price of LASIK or PRK laser vision correction procedures. LASIK and PRK correction procedures are provided by the U.S. Laser Network, owned by LCA-Vision. Please note that since LASIK or PRK Vision Correction is an elective procedure, performed by specially trained providers, this discount may not always be available from a provider in your immediate locales, so members should first call 1-877-5LASER for the nearest facility and to receive authorization for the discount.

Notice of Privacy Practice: Your Notice of Privacy Practice can be obtained at any time by calling the phone number listed on your ID card or by visiting www.eyemed.com

Need retail options?

What we love most about our retailer providers, is that most offer evening and weekend hours for extended service for members. People are busy – we get it! That’s why we provide vision benefits that are easy to use, flexible and convenient. Not only do we have a broad network of independent providers, we also offer 5 of the top 6 most admired national retail chains as in-network options, including:

LENSCRAFTERS

PEARLE
VISION

sears
OPTICAL

OPTICAL

optical

Want more? Check out the participating INSIGHT retailers below:

20/20 Vision Center	EZ Vision	Southwestern Eye Center
Allegany Optical	For Eyes Optical	Sterling Optical
Boscov's Optical	Grene Vision Group	Sterling Vision Care
Cohen's Optical	Gulf Coast Optometry	SVS Vision Inc.
Clarkson EyeCare	Henry Ford Optimeyes	Texas State Optical
Crown Optical	Macy's Optical	Todays Vision
Doctor's Vision Center	Marion Eye Centers and Optical	Thoma & Sutton
Eye Boutique	MidWest Eye Consultants	Union EyeCare
Eyecarecenter OD	My Eye Doctor	Vogue Vision Centers
EyeGlass World	Rx Optical	Wisconsin Vision
Eye-Mart Optical Outlet	Site for Sore Eyes	

Retail providers are conveniently located in or nearby major shopping centers and offer longer hours on nights and weekends. Many even have on-site labs so members can get their glasses in about an hour or during the same day. But there are a couple more things you should know about retailers. Unlike competitors, EyeMed defines retail providers as practices with 20 or more locations. And with EyeMed, what you see is what you get! All participating retail providers are considered in-network.

Members may locate a provider using the provider locator function on our website at [www.eyemed.com](#) or by calling 1-866-9EYEMED.

eye



Get exclusive savings on sunglasses - and protect your eyes!

Sure, you know it's important to protect your skin from harmful UV rays - but did you know it's just as important to protect your eyes¹? In fact, too much sun can lead to cataracts, macular degeneration, eye sunburn and vision loss.

It's all about the shades!

All you need are the right shades! Sunglasses offer excellent protection, blocking at least 99% of both UVA and UVB rays². That's why, as an EyeMed member, you're eligible for \$50 off sunglasses from Sunglass Hut. So now, you can more safely soak up the sun - while looking fabulous!

\$50
off at Sunglass Hut

Accessing your savings is simple:

- Beginning December 1st, 2014, sign up at eyemedvisioncare.com/sunpeils.
- You'll immediately receive an email with a savings code
- Use your savings code at Sunglass Hut locations or at sunglasshut.com.

© 2014 EyeMed

 **sunglass hut**

eye

¹ American Optometric Association, An Eye Opener: Overexposure to UV Rays can Lead to Eye Diseases, May 2010

² Dr. Dennis Robertson, Mayo Clinic Ophthalmologist, <http://www.mayoclinic.org/healthy-living/adult-health/expert-answers/uv-protection/faq-20058021>

Redeemable at any Sunglass Hut store in the U.S. and online at sunglasshut.com. Excludes Chanel, Maui Jim, Oakley, Tiffany and Tom Ford. Limit one discount per transaction. Not valid with any other coupons, discounts or promotional offers. This offer is not good on gift card purchases, gift wrap, shipping, taxes, returns or exchanges. No cash-back value, cannot be redeemed for cash, may not be sold or transferred and will not be replaced if lost, stolen or damaged. Valid in the U.S. only. Offer valid until 12/31/2015.



eye

America's
fastest growing
vision benefits
company

What we're all about

It's pretty simple, really. As a broker or benefits administrator, you know that vision is important – but you don't have much time to focus on it. You're busy. But that's why you choose EyeMed. Vision is 100% of our focus, and our goal is to make it easy. That's a promise we make to you, as well as more than 36 million EyeMed members. And, it's why we've been the fastest growing vision benefits company for 4 years running.¹

Why are so many of your peers turning to EyeMed? These 7 reasons should give you the bigger picture:

1

Spot-on vision plans

Our vision plans are so spot-on, and our network is so vast and diverse, that typically more employees enroll, more employees use their benefits and more employees stay in network than with any other plan.²

- That means more eye exams than any other competing vision plan³ – helping detect health conditions early.
- Plus, we can cater plans to your needs – adjusting plan benefits and providing choices in provider networks to minimize disruption and improve overall productivity.
- And, employees have a choice of independent and retail locations, so they can receive care when and where they want – on their time, not yours.

2

America's biggest vision network⁴

Get the quality and savings you expect – plus the choice employees deserve.

- Better access to more than 71,400 total providers.
- Employees get access to more than 50,000 independent providers⁵ – as many as any other vision benefits company.
- We have more choices of retail providers than any other vision benefits company – so employees can choose from LensCrafters®, Sears Optical®, Target OpticalSM, JCPenney Optical® and most Pearle VisionSM locations, as well as many regional retail providers.



71,400
total providers



20,700
retail providers



50,700
independent providers

¹ EyeMed growth rate based on EyeMed membership CAGR growth 2010–2013 and publicly available competitive RFP information from 2010–2013

² Based on an internal EyeMed analysis

³ Based on new client data and RFP information from 2010–2013

⁴ At a location in our Access network. Jan. 2014

⁵ On the Access network

INDEPENDENT
PROVIDER
NETWORK



LENSCRAFTERS®

PEARLE
VISION

sears
OPTICAL

OPTICAL

JCP
optical

Top 7 reasons to choose EyeMed

3

When our members are happy, we're happy

We encourage employees to get the most from their vision plan – and that means being there for them every step of the way.

- They'll access an award-winning customer care center, open 7 days a week, 361 days a year – more than any other vision benefits company.
- A 99.5% first-call resolution rate means employees don't have to wait around for answers.
- We're proud to say Benchmark Portal has certified us as a Center of Excellence for 4 years in a row.



361 days a year,
we're here
+ more weekend hours

*Compared to three largest managed vision care plans

99.5%

first-call resolution rate



4

Working with us won't feel like work

It's all about satisfaction – and we think our numbers speak for themselves.

- We've achieved 100% implementation satisfaction for six years – plus 99% client satisfaction. And that means fewer worries for you.
- Our 97% member satisfaction rating means happy employees. And happy employees make your job easier.
- We're the vision benefit solution that employees appreciate most. That's why nearly 10,000 employers choose and stay with us. Pretty cool, right?



97%

member satisfaction

Top 7 reasons to choose EyeMed

5

More choice, savings and satisfaction

When employees get more choices and more value, they're more satisfied – so they use their benefits more often. That leads to a healthier, more productive workforce.

- Classic frames. Designer styles. Contact lenses. Employees don't have to worry about restrictions – they choose what works for them!
- With the strongest balance of evening and weekend hours, employees get care when it's most convenient for their schedule – and less likely to impact yours.
- Employees aren't limited to one tower or the "bottom rack" of frames. Many employees prefer to select a brand name – and our retail network gives them more options than anyone else.

Your employees can choose from brands like :



Armani
Brooks Brothers
Bulgari
Burberry
Coach
DKNY

Dolce & Gabbana
Michael Kors
Miu Miu
Oakley
Persol
Prada

Ralph Lauren
Ray-Ban
Tory Burch
Versace
Vogue Eyewear
and more

⁷ All brands may not be available at all provider locations

6

Anything but one-size-fits-all

From our flexible new EyePreferSM plans to our access to retail providers that offer industry-leading technologies, we're all about enhancing and personalizing our members' experience.

- EyePrefer lets employees choose the benefit level that's right for their needs and budget.⁸ With two tiers of benefits, it's designed to please just about everybody.
- Our relationship with glasses.comTM means state-of-the-art virtual try-on technology, plus iPad, iPhone and Android apps. Employees can even have frames shipped and try them on at home (with free return shipping!).
- Our retail network gives employees access to cutting-edge technologies such as AccuFit^{TM9} – the exclusive Digital Measurement System at LensCrafters.

EyePrefer:

This innovative new line of vision benefits meets the specific needs of members. So, out-of-pocket costs go down, and satisfaction goes up.

Learn more at

StartHere.eyemed.com

⁸ EyePrefer plans are offered per household, not per individual

⁹ AccuFit not available at all LensCrafters locations

Top 7 reasons to choose EyeMed

7 We see beyond our own horizon

Through our nonprofit sponsorship and environmental efforts, we're helping to make the world a better place.

- As a proud sponsor of OneSight®, a charitable organization dedicated to improving vision, we help provide free vision exams and distribute eyewear to those in need around the world.
- Our corporate office has gone green – eliminating landfill waste by redirecting it to recycling and composting.
- We're reducing carbon emissions by 20% and engaging 100% of associates in our zero waste efforts.

OneSight

8.4 million people helped worldwide in 40 countries

Zero Waste

90% reduction of waste, eliminating 15 tons of waste in landfills¹⁰

The biggest network and the most choice. Because more is more.

Still curious?

Give us a call at
1.888.439.3633
or visit eyemed.com.
We'd love to hear from you.



eye



See the Value of Vision Care

194 Million
U.S. adults need vision correction

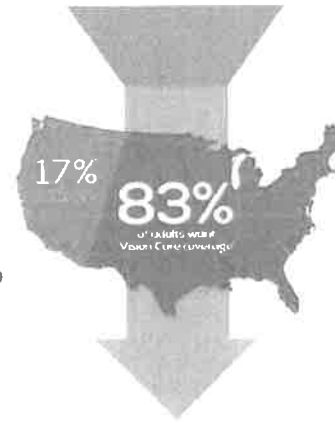
That's nearly
81%
of U.S. Adults



Eye exams can be a simple & non-invasive early detection tool, for some systemic disorders & diseases, including

- ▶ high blood pressure
- ▶ diabetes
- ▶ heart disease
- ▶ high cholesterol

If undetected & untreated, many of these conditions can lead to increased complications, potentially resulting in higher overall health costs.



21% 

of adults who need vision correction, don't use it!



Americans are **2x** more likely to get an eye exam* when on a stand alone vision plan **VS.** a plan embedded with their medical

Survey: December 2010 - January 2011
2ND MOST #Prevention
with eye exams in U.S.

The importance of good vision care for the entire family:

Babies & Toddlers

Recommendations from the American Optometric Association (AOA)

6 months: First eye exam to check for congenital eye conditions

4 years: Eye exam to check for early signs of eye disease

School-Age Children

80% of children are screened for vision problems by school health personnel

12% of children are screened for vision problems by optometrists

Adults

12% of adults have an eye exam every 12 months

Every 12 months: Adults should have an eye exam every 12 months to check for eye disease and vision problems

Seniors

Independence: Vision loss can be a barrier to the lives of older adults

60+: Comprehensive eye exams should include a dilated eye exam to check for eye disease

To learn more about the value of vision care, check out eyemed.com

1 Vision Vision Vision Correction Standard 2012 2 Prevent Blindness America 3 Eye Care Standards for the 21st Century 4 Prevent Blindness America 5 Vision Council February 2012 Patient for Child Report 6 Ocular Nutrition Society Eye on the Bottom Survey, September 2011, http://www.ocularnutrition.com/eyeonthebottom

Eye achievers?

Compare for yourself. See why at eyemed.com.



Choice	EyeMed	VSP	Davis	United Healthcare
Number of provider access points available (estimated)	ACCESS-65,000 INSIGHT-51,000	SIGNATURE 46,000 CHOICE 44,000	36,000	35,000
% of in-network retail chain locations ¹	20%	0%	26%	50%
% of in-network independent provider locations ¹	80%	100%	74%	60%
Network includes most desired optical chains ²	5	0	1	1
Restrictive "collections" or "formularies" ³			●	●
Consistent network benefits and discounts ⁴	●			
Convenience				
Discount on additional pairs of glasses ¹	40%	20%	20%	20%
More than 20% of the network open after 6pm on Saturdays	●		●	
Member ID card including nearby providers	●		●	●
Live customer service 7 days a week	●		●	
Live customer service, weekend hours	24/5	11	11	9.5
Quality				
Award-winning customer call center ⁵	●	●		
TPA-certified providers ⁶	●	●		●
Dedicated service and account management	●	●	●	

(Note: All of the above data points were gathered from publicly available information.)