

255 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

June

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Purchasing Departments request to use Contract CT202790001 for Wireless Data, Voice & Accessories established by the State of Missouri Office of Administration using a NASPO Valuepoint contract with the AT&T Corporation of Carol Stream, Illinois as a Cooperative Contract.

The contract period runs June 15, 2021 through June 30, 2024.

This is a Countywide Term and Supply contract.

Done this 22nd day of June 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: April 20, 2021
RE: Cooperative Contract CT202790006 – State of Missouri Office of Administration contract for Wireless Data, Voice & Accessories with Cellco Partnership (dba) Verizon Wireless - Term & Supply

Purchasing requests permission to use contract CT202790006 for Wireless Data, Voice & Accessories established by the State of Missouri Office of Administration using a NASPO Valuepoint contract with Cellco Partnership dba Verizon Wireless of Basking Ridge, New Jersey as a cooperative contract.

The contract period runs May 01, 2021 through June 30, 2024.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
CT202790001 – WIRELESS DATA, VOICE AND ACCESSORIES**

THIS AGREEMENT dated the 22nd day of June 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **A&T Corporation** herein “Vendor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Wireless Data, Voice and Accessories** in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CT202790001 (including documents from NASPO Valuepoint Master Agreement MA149-1)**, and Boone County’s Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract CT202790001 (including documents from NASPO Valuepoint Master Agreement MA149-1), and Boone County Standard Terms and Conditions as edited and attached hereto shall prevail and control.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Wireless Data, Voice and Accessories** as specified and priced in State of Missouri’s contract CT202790001 for Boone County.

3. **Contract Term** - This agreement shall commence on **June 15, 2021 and extend through June 30, 2024** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings and billing terms including disputes may only include the prices and terms contained in the State of Missouri Contract CT202790001 (including documents from NASPO Valuepoint Master Agreement MA149-1). No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all Monthly Statements within thirty (30) calendar days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** – In addition to the terms identified in paragraph 28 and its subparagraphs in contract CT202790001 (including documents from NASPO Valuepoint Master Agreement MA149-1), this agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County

Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year; provided, however, that in such event, County shall provide Vendor with written notice, which notice shall be furnished on County's letterhead and signed by an authorized County representative.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

AT&T CORPORATION

BOONE COUNTY, MISSOURI

by DocuSigned by:
Linda Cottingham
5D873DE555F2487...

by: Boone County Commission

title Sr Contract Manager

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
County Counselor

DocuSigned by:
Brianna L. Wason
County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Countywide – Term and Supply

DocuSigned by:
Dana Beckford
Signature

6/10/2021

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

June

20 21

the following, among other proceedings, were had, viz:

Now this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 1210 to increase revenue and expenditures for the Missouri Bar Grant for Fiscal Year 2021.

Done this 22nd day of June 2021.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

13th Circuit Grant Request- Missouri Bar

		Boone	
Courthouse Mobile Carts	Number		3
	Cost per unit	\$	501.00
	Total		\$1,503.00
Jail Units:	Number		1
Desktop	Cost per unit		\$575.00
Webcam	Cost per unit		\$35.00
Speakers and monitor	Cost per unit		\$175.00
			\$785.00
	Total		\$2,288.00

The Missouri Bar

The Missouri Bar improves the lives of Missourians by providing for, promoting, and protecting justice for all.

2021 Grant Application

The Missouri Bar has a limited amount of *pro hac vice* funds available for one-time grants to assist courts and non-LSC funded legal services nonprofit providers in Missouri with technology projects related to the COVID-19 pandemic. Consideration will be given to a variety of geographic areas with significant need. The Missouri Bar is free to award the available funds in any incremental amounts. Preference will be given to applications received by May 7, 2021, in order to expedite the distribution of the funds.

Amount of Grant Sought: \$ 2,288.00

Name of Requesting Organization: 13th Judicial Circuit, Boone County

Name of Contact Person and Title: Mary Epping, Court Administrator

Address: Boone County Courthouse, 705 E. Walnut St

City, State, Zip Code: Columbia, MO 65201

Phone: 573-886-4058

Email: mary.epping@courts.mo.gov

Entity type: Circuit Court

Tax Status: Government/tax exempt

Tax ID Number: 43-6000349

Please provide a brief description of your organization along with its mission:

The 13th Circuit is comprised of Boone and Callaway counties. During COVID, the circuit has strived to continue holding court through working with attorneys, law enforcement, the jails and the public to find creative solutions to ensure access to the courts.

Please provide a brief description of the need, how the grant funds will help meet that need, and provide a proposed budget (*attachments may be used to provide the information sought in the form*):

The circuit has two requests. The circuit has received several video conference units from OSCA, but mobile carts are needed so the video units can be moved as needed to any courtroom. Also, the circuit is working with the local jail to have more video feeds so that criminal dockets can occur simultaneously, and to increase attorneys' ability to meet with clients.

Is partial funding acceptable?

Yes

No

How would partial funding affect the project?

If the full amount is not awarded, the circuit would seek CARES Act funding, if available or seek a budget amendment to cover these unplanned purchases.

If approved, the grant check should be made payable to: Boone County Treasurer

Signature of Authorized Person

My signature is made as one who is authorized to do so on behalf of the applicant organization.

Signature

Dan Atwill

Name

Presiding Commissioner

5/5/2021

Title

Date

Send the completed grant application form and any supporting documentation by May 7, 2021:

The Missouri Bar
Attention: Kent R. Hopper
P.O. Box 119
Jefferson City, MO 65102
Email: khopper@mobar.org

257 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

June

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Law Enforcement Cooperative Agreement with the University of Missouri for MU football games.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

Done this 22nd day of June 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janel M. Thompson

Janel M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its' Police Department at the University of Missouri-Columbia (hereafter "University") and THE COUNTY OF BOONE, by and through the BOONE COUNTY SHERIFF'S OFFICE (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2021 through June 30, 2022; and

WHEREAS, County has the personnel and expertise to assist University in its' efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing; and

WHEREAS, both University's Police Department and County's Sheriff's Office have attained national accreditation and desire for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2021 through June 30, 2022.
2. POLICE SERVICES TO BE PROVIDED. University will consult with County in planning, scheduling, and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Interim Chief Brian Weimer or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. COMPENSATION. University shall compensate County for services rendered pursuant to this agreement at the rate of \$50.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Avenue, Columbia, MO 65211, or designated location per event, for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. OPERATIONAL PROCEDURES. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.

- b. STATUS OF EMPLOYEES / INDEPENDENT CONTRACTOR. County acts as an independent contractor for the purposes of this agreement and shall not act as an agent for the University. No individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation, or other insurance, but shall retain their status as employees of County.
- c. OPERATIONAL CONTROL & MANAGEMENT OF PERSONNEL. University shall control and supervise the operation of services pursuant to this agreement insofar as their presence affects the operations of the University but administrative control of County personnel shall be maintained by the County Sheriff.
- d. RECORDS. Each party shall maintain records relating to the payments made under this agreement for a period of three (3) years.
- e. AMENDMENT. This agreement can be amended at any time upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Casey E. Forbis
 Signature
 Casey E. Forbis
 Sr. Business Services Consultant
 Title

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon, County Clerk

APPROVED – BCSO:

Dwayne Carey
 Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes:

June Pitchford, Auditor

Approved as to Legal Form:

C.J. Dykhouse
 C.J. Dykhouse, Boone County Counselor



Approved as to Legal Form



M/E

Jun 09, 2021

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June Pitchford by 06/08/21
 Auditor Date
 Revenue Only 1251-3528

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

June

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Vissering Construction Company.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of June 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: May 25, 2021

Developer/Owner Name: Martin Equipment of Illinois, LLC
Address: 400 W. Martin Drive
Goodfield, IL 61742

Development: Martin Equipment

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Martin Equipment. The SWPPP and ESC was prepared by Crockett Engineering Consultants on May 19, 2021.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 25th day of May 2022, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$54,689.06, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to May 25, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on May 25, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: AL SLAGEL

Title: PRESIDENT

BOONE COUNTY, MISSOURI:

Department of Resource Management


Bill Florea, Director Resource Management

County Commission:

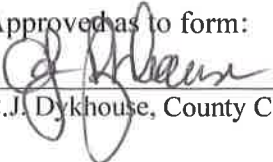
Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse, County Counselor

PERFORMANCE BOND

Bond No. 9348605

KNOW ALL PERSONS BY THESE PRESENT, that we,

Vissering Construction Company

175 Benchmark Industrial Drive, Streator, IL 61364

as Principal, hereinafter called Developer, and Fidelity and Deposit Company of Maryland

1299 Schaumburg Way, Schaumburg, IL 60196

a Corporation, organized under the laws of the State of Illinois

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of \$ 54,689.06 Dollars, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit 1471 from the County of Boone

PROJECT NAME: Martin Equipment
Trade Winds Parkway & I-70 Dr. SE
Columbia, MO 65201

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans, (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Developer shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between

such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Developer has hereunto set his hand and the Surety has caused these present to be executed in tis name, and its corporate seal to be affixed by its Attorney-in-Fact at

Naperville, Illinois on this 26th day of May, 20 21

Vissering Construction Company
(Developer)

(SEAL)

BY: *Al Slagel*
Al Slagel, President

Fidelity and Deposit Company of Maryland
(Surety Company)

(SEAL)

BY: *Kimberly R. Holmes*
(Attorney-in-Fact) Kimberly R. Holmes

BY: N/A
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Stacey Rice
Phone Number: 847-476-1204
Address: 1299 Zurich Way
Schaumburg, IL 60196

SS

STATE OF ILLINOIS

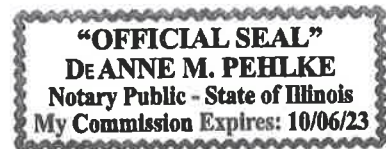
COUNTY OF DuPAGE

I, DeAnne M. Pehlke Notary Public of WILL County, in the State of
Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the
Fidelity and Deposit Company
of Maryland who is personally known to me to
be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that she signed,
sealed and delivered said instrument, for and on behalf of the
Fidelity and Deposit
Company of Maryland for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of
Naperville in said County, this 26th day of May A.D., 2021.

DeAnne M Pehlke
(Notary Public) DeAnne M. Pehlke
My Commission expires: 10/06/2023

Notary Seal:



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William F. CAHILL, Rachel E. HERNANDEZ, Karen A. RYAN, Kimberly R. HOLMES, Deborah A. CAMPBELL, Ann Marie WATERS of Lisle, Illinois EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 03rd day of May, A.D. 2021.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 03rd day of May, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or VicePresident may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of May, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790