

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 9th day of December 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 attached Contract #47-31DEC22C – Staffing Agreement with Job Finders Employment Services Co. of Columbia, Missouri. Boone County Human Resources requested Purchasing put this Contract in place for our Information Technology Department to utilize for a HelpDesk Technician.

Invoices will be paid from Department 1170 – GF IT Administration, Account 71100 – Outsourced Services. Savings from Class 1 will be used to cover the cost.

Done this 9th day of December 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

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: December 9, 2021
RE: Contract # 47-31DEC22C – Staffing Agreement

Attached for signature is a non-bid contract # 47-31DEC22C – *Staffing Agreement* with JobFinders Employment Services Co. of Columbia, Missouri. Boone County Human Resources requested Purchasing put this contract in place for our Information Technology Department to utilize for a HelpDesk technician.

We have a cooperative contract in place for temporary employment services with 22nd Century Technologies, Inc., however, they were unable to provide this position.

Invoices will be paid from department 1170 – GF IT Administration, account 71100 – Outsourced Services. Savings from Class 1 will be used to cover the cost.

cc: File



STAFFING AGREEMENT

BY AND BETWEEN

JOB FINDERS EMPLOYMENT SERVICES CO.

and/or JOB FINDERS EMPLOYMENT SERVICES COMPANY as manager of KDW STAFFING, LLC

AND

BOONE COUNTY GOVERNMENT

General Staffing Agreement

JOB FINDERS EMPLOYMENT SERVICES CO. and/or JOB FINDERS EMPLOYMENT SERVICES COMPANY as manager of KDW STAFFING, LLC ('JobFinders'), with its principal office located at 1729 W Broadway Columbia, MO (hereinafter STAFFING FIRM), and **Boone County Government,** with its principal office located 801 E. Walnut Columbia, MO 65201, (hereinafter CLIENT) agree to the terms and conditions set forth in this Staffing Agreement (hereinafter AGREEMENT).

1. **STAFFING FIRM's Duties and Responsibilities.** STAFFING FIRM will assign its employees to CLIENT in accordance with the terms of this agreement, to perform the type of work described on Exhibit A, at the locations specified on Exhibit A. Such ASSIGNED EMPLOYEES shall be:

- a) paid by STAFFING FIRM, subject to tax withholdings established in accordance with all applicable local, state, and federal withholding requirements.
- b) nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work under any applicable local, state, or federal requirement. The billing rate for such premium hours will be the same multiple of the regular billing rate that STAFFING FIRM is required to apply to the ASSIGNED EMPLOYEE's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- c) provided unemployment insurance and workers' compensation benefits by STAFFING FIRM.
- d) provided in compliance with all applicable federal, state and local labor and employment laws, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Patient Protection and Affordable Care Act (ACA).
- e) subject to control and verification by STAFFING FIRM of all working conditions at the CLIENT location. Specifically, STAFFING FIRM, as the common law employer, shall have the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

2. **CLIENT's Duties and Responsibilities.** CLIENT shall:

- a) Properly supervise ASSIGNED EMPLOYEES performing work at the CLIENT location and shall be responsible to competently manage its own business operations, products, services, and intellectual property.
- b) Properly supervise, control, and safeguard its premises, processes, or systems, and not permit ASSIGNED EMPLOYEES to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided in advance to STAFFING FIRM.
- c) Provide ASSIGNED EMPLOYEES with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
- d) Not change the specific job duties of ASSIGNED EMPLOYEES without STAFFING FIRM's express prior consent, via any verifiable communication (fax, email, US Postal Service).
- e) Exclude ASSIGNED EMPLOYEES from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to any ASSIGNED EMPLOYEE'S compensation or benefits.
- f) Not offer permanent employment to any ASSIGNED EMPLOYEE prior to such ASSIGNED EMPLOYEE completing a minimum of 520 hours of employment for CLIENT under the terms of this agreement without complying with the terms of Paragraph 4 of this Agreement.

3. **Personnel Fees.** CLIENT will pay STAFFING FIRM Personnel Fees at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due within 30 days of the invoice date. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the ASSIGNED EMPLOYEES. CLIENT's signature or other agreed method of approval of the work time submitted for ASSIGNED EMPLOYEES certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion WITHIN 10 DAYS of the invoice date.

Fee Deposit. CLIENT understands that STAFFING FIRM is not in the business of financing the operations of CLIENT and that ASSIGNED EMPLOYEES are paid by STAFFING AGENCY on a weekly basis. CLIENT specifically agrees that Personnel Fees for any prior invoiced payroll period shall be remitted to STAFFING FIRM before any additional payroll is processed unless a prepayment is deposited with STAFFING FIRM in the amount of the estimated Personnel Fees for a period of one week.

Credit Card Charge. Any fees paid by credit card shall incur an additional fee of 3.5% and may only be paid by a corporate credit card. Any personal credit card used to pay any fee subject to this Agreement shall incur an additional cash advance fee of seventy-nine (79) dollars.

4. **ASSIGNED EMPLOYEE may not be offered permanent employment prior to having worked for CLIENT for a minimum of 520 Hours.** If CLIENT uses the services of any ASSIGNED EMPLOYEE as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 365 days after any assignment of the ASSIGNED EMPLOYEE to CLIENT from STAFFING FIRM,

CLIENT must notify STAFFING FIRM and (a) continue the ASSIGNED EMPLOYEE's assignment from STAFFING FIRM for his or her next **520 consecutive work hours** for CLIENT; or (b) pay STAFFING FIRM a prorated Personnel Fee based on the number of hours worked by the ASSIGNED EMPLOYEE; OR (c) pay STAFFING FIRM liquidated damages of 23% of ASSIGNED EMPLOYEE's estimated gross annual salary.

5. **Changes in Pay Rate.** In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with any ASSIGNED EMPLOYEES that STAFFING FIRM is legally required to pay (raise in pay rate of an individual employee, raises in the minimum wage rate, rate modifications for workers' compensation or unemployment insurance, etc.) — including wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels — until the parties agree upon new bill rates.
6. **Confidential Information.** Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their respective clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM, as a result of any ASSIGNED EMPLOYEE's access to such information.
7. **Duty of Cooperation.** The parties agree to cooperate fully and to, provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any ASSIGNED EMPLOYEE.
8. **Negligence of CLIENT.** To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or by the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents.
 - a. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its PARENT, SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES harmless from all claims, losses and liabilities (including reasonable attorneys' fees) caused by STAFFING FIRM'S breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or by the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM'S officers, employees, or authorized agents.
9. **Duty to Notify.** As a condition precedent to indemnification, the party seeking indemnification will inform the other party within **14** business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
10. **No Amendment or Waiver.** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by both parties. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
11. **Severability.** If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is deemed stricken and the rest of this Agreement shall remain in full force and effect.
12. **Entirety.** This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
13. **Successors in Interest.** The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
14. **Non-Transferable.** CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
15. **Notice.** Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
16. **Force Majeure.** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to circumstances beyond that party's control, including labor disputes, strikes, fire, riot, war, terrorism, acts of God, or other causes beyond a party's control.

17. **Pre-Employment Screening.** STAFFING FIRM will perform, at the following rates on a per employee basis, pre-placement background / qualification checks for all employees which it selects for assignment to CLIENT and will not assign unverified personnel to CLIENT:

<input type="checkbox"/> National Criminal Background Check	\$25 / Employee	<input type="checkbox"/> Certified Drug Screen (5 Panel)	\$25 /Employee
<input type="checkbox"/> Drug Screening (Urinalysis)	\$15/ Employee	<input type="checkbox"/> Education Verification	\$17 /Employee
<input type="checkbox"/> Reference Checks	No Charge	<input type="checkbox"/> Drug Screening (Hair Follicle)	\$45 /Employee
<input type="checkbox"/> Local Criminal Background Check	No Charge	<input type="checkbox"/> Other: _____ credit checks	\$79 /Employee
<input type="checkbox"/> Monthly turnover report and CaseNet	No Charge	<input type="checkbox"/> Daily Roster	

Such charges shall be billed on the first invoice generated. _____ Acknowledged by CLIENT (initials)

18. **Rejection of an Assigned Employee.** STAFFING FIRM agrees to provide ASSIGNED EMPLOYEES possessing the qualifications CLIENT requests. If CLIENT determines that any Assigned Employee's qualifications or general work-related behavior is lacking and rejects a specific ASSIGNED EMPLOYEE within the first four hours such employee is assigned to Client, STAFFING FIRM will not charge for the first 2 hours of the assignment and will make reasonable efforts to replace the ASSIGNED EMPLOYEE immediately.

19. **Minimum Insurance Coverage.** STAFFING FIRM will provide, at its own expense, insurance to cover its staffing operations with at least the following types and minimum limits of insurance or other coverage:
a. Workers' compensation benefits or coverage for ASSIGNED EMPLOYEES, in amounts no less than required by law;
b. Employer's liability insurance with a minimum limit of \$1,000,000;
c. Commercial general liability insurance with minimum limits of \$1,000,000;
d. Commercial bond with a limit of \$5,000;

STAFFING FIRM will provide CLIENT a certificate of coverage for any coverage provided in accordance with this paragraph upon written request.

20. **Assigned Employees Referred by CLIENT.** Any person recruited, referred by or otherwise identified by CLIENT and sent to STAFFING FIRM to initiate the hiring process shall be subject to the terms and limitations of this Agreement, and shall be assigned by STAFFING FIRM to CLIENT only upon verification by STAFFING FIRM that such referred employee meets CLIENT's requirements for assignment.

21. **Four Hour Minimum.** If CLIENT limits an Assigned Employee's work day to fewer than 4 hours, STAFFING FIRM may deem that day to include 4 hours of time worked and may bill CLIENT 4 hours if STAFFING FIRM pays the ASSIGNED EMPLOYEE for the 4 hours.

22. **Payment Due Dates, Interest Computation.** CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances within 60 DAYS from the date of the invoice. Interest shall be calculated at the rate of 1.5 % per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher, calculated from the date of the invoice.

23. **Non-Solicitation and Non-Compete.** CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 120 days thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 23% of the employee's annualized compensation with the new employer.

24. **Independent Contractor.** The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

25. **Headings.** The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

26. **Choice of Law.** This agreement will be governed by and construed in accordance with the laws of the state of Missouri, without reference to any conflicts of law principles thereof.

27. **Term.** This Agreement shall be for a term of one year from the first date on which both parties have executed the Agreement and shall automatically renew for a similar period upon the expiration of its initial term, and upon the expiration of each such term thereafter. The Agreement may be terminated by either party upon 45 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

The parties have executed this Agreement and the attached Exhibits, as memorialized by their respective signatures below.

Boone County, Missouri
CLIENT COMPANY

DocuSigned by:
Daniel K. Atwill
Signature: Daniel K. Atwill
Printed Name: Daniel K. Atwill
Title: Presiding Commissioner

JOBFINDERS EMPLOYMENT SERVICES CO.
STAFFING FIRM

DocuSigned by:
Randy Stevens
Signature: Randy Stevens
Printed Name: Randy Stevens
Title: Lead Recruiter

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse
Signature: CJ Dykhouse
Printed Name: CJ Dykhouse
Title: County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
Signature: Brianna L. Lennon
Printed Name: Brianna L. Lennon
Title: 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 the contract do not create a measurable county obligation at this time).

DocuSigned by:
[Signature]
Signature: _____ Date: 12/3/2021 2040-20200 - Term & Supply
Appropriation Accounty

**Exhibit A
Initial Rate Schedule**

Job Title	WC Code	Location	Hourly Rate	Base Bill Rate
- Help Desk Technician	8810	All	Commensurate with Experience	38%

VOLUME DISCOUNT RATE(S) - CLIENT shall receive a discount rate based upon the number of employees placed according to the following table:
This rate shall be applied per payroll period, based upon the number of checks issued that pay period.

25 or more employees: 1%

Boone County, Missouri

CO. NAME

JOBFINDERS EMPLOYMENT SERVICES CO.

CO. NAME

Signature
Daniel K. Atwill

Signature

Printed Name
Presiding Commissioner

Printed Name

Title

Title

Date

Date



Company ID Number:120644

Client Company ID Number:1750379

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the JobFinders Employment Service Co (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.



Company ID Number:120644

Client Company ID Number:1750379

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate



Company ID Number:120644

Client Company ID Number:1750379

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer



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can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the



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prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



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- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as



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an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to



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- contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its



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participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. JobFinders Employment Service Co (Employer) hereby designates and appoints (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer JobFinders Employment Service Co.	
Name (Please Type or Print) Kim March	Title Chief Resource Officer
Signature <i>Kim March</i>	Date 10/20/2021
E-Verify Employer Agent	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date October 20, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	JobFinders Employment Service Co
Company Facility Address	1729 W Broadway Suite 4 Columbia, MO 65203
Company Alternate Address	1729 W Broadway Suite 4 Columbia, MO 65203
County or Parish	Boone
Employer Identification Number	43-1663121
North American Industry Classification Systems Code	Administrative And Support Services (561)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Missouri	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Kim March
Phone Number	(573) 446-4250
Fax Number	
Email Address	kimm@jobfindersusa.com

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walnut Risk Management, LLC 1100 Walnut St. Ste 3000 Kansas City MO 64106	CONTACT NAME: Kevin Prochaska	PHONE (A/C, No, Ext): (816) 503-6222	FAX (A/C, No): (816) 759-2770
	E-MAIL ADDRESS: certs@walnutrisk.com	INSURER(S) AFFORDING COVERAGE	
INSURED JobFinders Employment Services Co 1729 West Broadway #4 Broadway Shopping Center Columbia MO 65203	INSURER A : Philadelphia Indemnity Insurance Company	NAIC # 18058	
	INSURER B : QBE Insurance Corporation	39217	
	INSURER C : Lloyds of London		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: Philly 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability (E&O) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2276827	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Professional Liab (E&O) \$ 1,000,000per occ
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2276827	04/25/2021	04/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB768766	04/25/2021	04/25/2022	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A		QWC3001073	04/25/2021	04/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A/C	Empl. Dishonesty/Crime incl 3rdParty Cyber Liability			PHSD1631428/ EVOPNL602218	04/25/2021	04/25/2022	Employee Dishonesty \$1,000,000 Occ Cyber 9/2/21 - 4/25/22 \$2,000,000 Limit \$15,000 Deductibl

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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580 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

9th

day of December


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 Budget Revision for Department 6100 to Cover Class 6 Emergency.

Done this 9th day of December 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

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

To: County Clerk's Office

Comm Order # 500-2021

Please return ^{Budget Rev} purchase req with back-up to Auditor's Office.

11/22/201

EFFECTIVE DATE

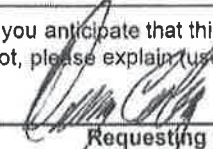
FOR AUDITORS USE

Dept	Account	Fund/Dept Name	Account Name	(Use whole \$ amounts)	
				Transfer From Decrease	Transfer To Increase
6100	86800	FM Building Maint	Emergency	8,000	
6100	60100	FM Building Maint	Building Repairs/Maint		8,000
				<u>8,000</u>	<u>8,000</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Requesting funds from emergency account to cover class 6 shortage. Even with the recent budget revision request of \$10,458, there will still not be enough funds in class 6 to cover invoices for additional services paid from Class 6. Please see attached explanation.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: *Cover Class 6 Emery*

Agenda



Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER



Date:

To: Boone County Commission

From: Doug Coley, Director

Re: Transfer of Funds from Emergency to Building Maintenance

Facilities Maintenance strives to accurately budget funds for the maintenance of all County buildings for which we provide service. Our budgets contain some contingency funds for unforeseen repairs and purchases. Unfortunately, several major unexpected repairs and projects have occurred in 2021 which have led us to use not only our contingency funds, but to also request several budget revisions to move funds within the department accounts to cover shortfalls. At this time, we are asking that funds budgeted in the 86800 Emergency fund be transferred to 60100 Building Maintenance. Below is a list of unplanned maintenance and repair costs that Facilities has funded in 2021.

Courthouse:	Replacement of Compressor on RTU 4	\$23,860
	Replace AHU 1 VFD	\$ 8,637
	Security Upgrades in Judges Area	\$ 4,022.31
Jail/Sheriff:	Replace High Security HVAC Grills	\$17,850
	Water Heater Replacement	\$20,676
	Louver Installs	\$ 3,510
	Backflow y-strainer repair	\$ 7,633.44
JJC:	Repair Roof	\$ 5,600
	Repair Caulking on Roof	\$ 3,550
	Replace Gutters	\$ 4,915
Government Center	Replace Water Fountains w/Bottle Fillers	\$ 7,076.89
Child Support/IV-D	Replace RTU	\$ 9,420

These repairs total over \$116,750 in unplanned projects and repairs that have been paid from our Class 6 funds. We have other repairs that have been or will be performed prior to the end of 2021 that will require funding.

Thank you for your consideration of this request.

Year	2021	Original Appropriation	173,700.00
Dept	6100 FM BUILDING MAINTENANCE	Revisions	1,017.00-
Acct	60000 EQUIP & BLDG MAINTENANCE	Original + Revisions	172,683.00
Fund	610 FACILITIES & GROUNDS	Expenditures	150,529.90
		Encumbrances	32,497.00
Class/Account	C CLASS	Actual To Date	183,026.90
Account Type	E EXPENSE	Remaining Balance	10,343.90-
Normal Balance	D DEBIT	Shadow Balance	10,343.90-

Expenditures by Period

January	<u>704.34</u>	July	<u>1,995.86</u>
February	<u>6,775.83</u>	August	<u>27,900.77</u>
March	<u>5,536.82</u>	September	<u>3,337.97</u>
April	<u>11,584.22</u>	October	<u>33,134.71</u>
May	<u>8,459.50</u>	November	<u>40,118.81</u>
June	<u>10,981.07</u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year	2021	Original Appropriation	50,500.00
Dept	6100 FM BUILDING MAINTENANCE	Revisions	
Acct	60100 BLDG REPAIRS/MAINTENANCE	Original + Revisions	50,500.00
Fund	610 FACILITIES & GROUNDS	Expenditures	92,613.86
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	92,613.86
Account Type	E EXPENSE	Remaining Balance	42,113.86-
Normal Balance	D DEBIT	Shadow Balance	42,113.86-

Expenditures by Period

January		July	1,160.00
February	517.00	August	24,226.07
March	3,719.60	September	1,253.57
April	7,633.44	October	4,145.30
May	1,892.20	November	37,738.11
June	10,328.57	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year	<u>2021</u>	Original Appropriation	<u>45,128.00</u>
Dept	<u>6100 FM BUILDING MAINTENANCE</u>	Revisions	<u> </u>
Acct	<u>80000 OTHER</u>	Original + Revisions	<u>45,128.00</u>
Fund	<u>610 FACILITIES & GROUNDS</u>	Expenditures	<u>33,110.05</u>
		Encumbrances	<u> </u>
Class/Account	<u>C CLASS</u>	Actual To Date	<u>33,110.05</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>12,017.95</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>12,017.95</u>

Expenditures by Period

January	<u>2,632.32</u>	July	<u>2,996.50</u>
February	<u>3,062.98</u>	August	<u>2,999.80</u>
March	<u>2,998.12</u>	September	<u>3,002.58</u>
April	<u>3,354.02</u>	October	<u>2,991.20</u>
May	<u>3,099.40</u>	November	<u>2,983.00</u>
June	<u>2,990.13</u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year	<u>2021</u>	Original Appropriation	<u>8,000.00</u>
Dept	<u>6100 FM BUILDING MAINTENANCE</u>	Revisions	<u> </u>
Acct	<u>86800 EMERGENCY</u>	Original + Revisions	<u>8,000.00</u>
Fund	<u>610 FACILITIES & GROUNDS</u>	Expenditures	<u> </u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u> </u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>8,000.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>8,000.00</u>

Expenditures by Period

January	<u> </u>	July	<u> </u>
February	<u> </u>	August	<u> </u>
March	<u> </u>	September	<u> </u>
April	<u> </u>	October	<u> </u>
May	<u> </u>	November	<u> </u>
June	<u> </u>	December	<u> </u>

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

11/16/21
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6100	71526	Facilities Maintenance	Disposal Services	485	
6100	71211	Facilities Maintenance	A/E Fees	10,000	
6100	60100	Facilities Maintenance	Bldg Repair/Maintenance		10,485
				<u>10,485</u>	<u>10,485</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Unplanned expense from adding security glass in Judges area (\$4022) as well as several major maintenance issues at the Jail (\$20,000 for water heater, shroud/louver install on vents \$3,510, backflow repair \$7633) as well as a change out of the water fountains at the Government Center (\$7076) and gutter repair at JJC (\$4915) have led to major shortfall in In class 6. It is not anticipated that this will cover all expenses for the remainder of the year.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Given we have no more large breakdowns

[Signature]

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached
 Unencumbered funds are available for this budget revision.

Comments: *Cover Class 6*

F

Auditor's Office

Auditor

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 9th day of December 20 21

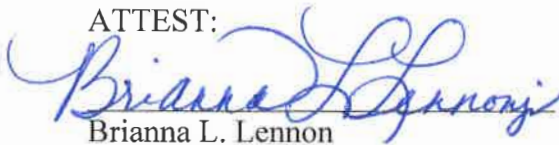
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Intergovernmental Agreement to share costs for the Hinkson Creek Chemical Analysis Project.


Terms of the agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.


Done this 9th day of December 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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE HINKSON CREEK CHEMICAL ANALYSIS PROJECT

The parties hereto are the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (the "City"), the County of Boone, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission (the "County"), and The Curators of the University of Missouri (the "University") and those parties enter this Intergovernmental Cooperative Agreement (Agreement) effective on the date of signing by the third party executing this Agreement ("Effective Date").

Whereas, the parties entered an Intergovernmental Cooperation Agreement, attached hereto as Exhibit A, on April 2, 2013; and,

Whereas, in that Agreement the parties acknowledged their mutual obligations in certain projects initiated under a Collaborative Adaptive Management (CAM) process emanating from a Municipal Separate Storm Sewer System (MS4) permit issued by the Missouri Department of Natural Resources; and,

Whereas, the parties now wish to agree to the scope and details and costs of a sampling project known as the "Hinkson Creek Chemical Analysis Project".

Whereas, the County will enter into the contract with the U.S. Geological Survey to perform work for the project.

Whereas, the County will provide the City and the University access to all data and deliverables received from the U.S. Geological Survey.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. The parties agree to the scope and details of the project known as the "Hinkson Creek Chemical Analysis Project" as described in the attached Exhibit B. This project has a total not to exceed amount of \$75,392.00, with each of the parties' total proportionate one-third costs not to exceed \$25,130.67. The proportionate payments shall be subject to the appropriations of each of the parties. Subject to appropriation, the City Finance Director will have the authority to make payment on behalf of the City to the County, after receiving an invoice for the proper amounts as set forth herein. Subject to appropriations, the University and County shall take whatever individual actions they deem appropriate to make payment for the proper amounts as set forth herein.
2. No party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other parties.

3. This Agreement is for the sole benefit of the parties, and nothing in this Agreement is intended to confer any rights or remedies on any third party.
4. Nothing in this Agreement will be deemed or construed by the parties, nor by any other entity or person, as creating any principal and agent relationship, or partnership, or joint venture, between the parties.
5. This Agreement will be governed by the laws of the State of Missouri, and any action relating to this Agreement will be brought in the Circuit Court of Boone County, Missouri.
6. The covenants, agreements, and obligations in this Agreement will extend to, bind, and inure to the benefit of the parties and their respective successors and approved assigns.
7. Each person signing this Agreement on behalf of any of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.
8. The parties state that this Agreement, together with its attached Exhibits A and B, contains the entire agreement between the parties, and there are no other oral, written, express, or implied promises, agreements, representations, or inducements not specified herein.
9. No Waiver of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for any Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

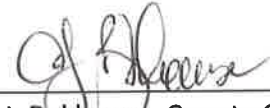
By: 
Dan Atwill, Presiding Commissioner

12.9.2021
Date

ATTEST:



Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM:


C.J. Dykhouse, County Counselor

Boone County Auditor Certification:

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


County Auditor *by* 12/1/21 No Encumbrance Required
Date

CITY OF COLUMBIA, MISSOURI

By: DocuSigned by:
John Glascock
John Glascock, City Manager *JG*

10/18/2021
Date

ATTEST:

DocuSigned by:
Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson DS
CS
Nancy Thompson, City Counselor

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, that is, account 55806620-504990 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

DocuSigned by:
Matthew Lue DS
TW
Matthew Lue, Director of Finance

Introduced by Scala

First Reading 10-4-21

Second Reading 10-18-21

Ordinance No. 024803

Council Bill No. B 324-21

AN ORDINANCE

authorizing an intergovernmental cooperative agreement with Boone County, Missouri and The Curators of the University of Missouri for a chemical analysis sampling project as it relates to the Hinkson Creek collaborative adaptive management (CAM) implementation process; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental cooperative agreement with Boone County, Missouri and The Curators of the University of Missouri for a chemical analysis sampling project as it relates to the Hinkson Creek collaborative adaptive management (CAM) implementation process. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 18th day of October, 2021.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Casey E. Forbis
Name

11/1/2021
Date

Approved as to
Legal Form



[Signature]

04/28/2021

REVIEWED
By Casey Forbis at 2:29 pm, Oct 27, 2021

INTERGOVERNMENTAL COOPERATION AGREEMENT

This intergovernmental cooperation agreement (the "Agreement") is entered into on this 2ND day of APRIL, 2013, by and between the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (hereinafter referred to as the "City"), and the County of Boone in the State of Missouri (hereinafter referred to as "County"), and The Curators of the University of Missouri (hereinafter referred to as "University"); and may collectively be referred to as the "Parties."

WHEREAS, a Total Maximum Daily Load (TMDL) for Hinkson Creek was issued by the Federal Environmental Protection Agency (EPA) in 2011; and

WHEREAS, the City, County, and University are partners in a Municipal Separate Storm Sewer System (MS4) permit issued by the Missouri Department of Natural Resources, which is affected by the TMDL; and

WHEREAS, the City, County, and University entered into an agreement with the EPA and the Missouri Department of Natural Resources (DNR) to address the TMDL with a Collaborative Adaptive Management (CAM) process; and

WHEREAS, the City, County, and University wish to enter into an agreement with regard to how the Parties will contribute to projects that are initiated in the CAM process to address the TMDL.

NOW, THEREFORE, the parties agree as follows:

1. **TYPES OF PROJECTS.** The Parties will contribute to projects which are initiated in the CAM process to address the TMDL for research, study, or monitoring-type projects and for construction projects.

For research, study, or monitoring-type projects, the three entities will each be responsible for one-third of the project cost. The University shall coordinate research, study, or monitoring-type projects on behalf of the parties. Before any research, study, or monitoring-type project is started, the Parties shall agree in writing regarding the scope and details of the project, including a not-to-exceed amount for each project.

For construction projects, each entity will exercise discretion and control over projects and be responsible for the costs of projects conducted on its own property unless otherwise agreed between the parties in writing.

2. **APPROPRIATIONS.** All types of projects shall be subject to the appropriations of the Parties who shall pay for the projects. Subject to these appropriations, the Parties shall each delegate in writing a person who shall be responsible for implementing this agreement and any associated documents or contracts to give this agreement effect.



1300660A


COL CITY
CAM PROJ HINKSON CREEK

3. **TERM.** The effective date of this Agreement is the date the last party executes the Agreement and provides original executed documents to the other Parties. Any of the Parties may terminate this Agreement at any time by providing the other Parties written notice of their intent to terminate at least thirty (30) days in advance of the intended termination date
4. **ASSIGNMENT.** None of the Parties may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other Parties.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the City, County and University. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **ENTIRE AGREEMENT.** The Parties state that this Agreement contains the entire agreement between the Parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
7. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have been duly authorized to execute this Agreement as of the day and year first above written.

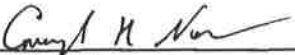
CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor
Cavanaugh Neal

BOONE COUNTY, MISSOURI

By: 
Dan Atwill, Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk *my*

APPROVED AS TO FORM:


C.J. Dykhouse, County Attorney

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI**

By:



Lisa J. Wimmenauer
Assoc. Director, Business Services

ATTEST:

Approved By

MAR 05 2013
RJH
General Counsel via EMAIL

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of April

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Intergovernmental Cooperation Agreement between the County of Boone, the City of Columbia and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation process for Hinson Creek.

The terms of this Cooperative Contract are stipulated in the attached Intergovernmental Cooperation Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Intergovernmental Cooperation Agreement.

Done this 2nd day of April, 2013.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

UNITED STATES GOVERNMENT
memorandum

DATE: June 16, 2021

REPLY TO
ATTN OF: David Alvarez, USGS, 573-441-2970, dalvarez@usgs.gov

SUBJECT: Revised cost estimate for the analysis of water and sediment samples from Hinkson Creek

TO: Lynne Hooper, Boone County Resource Management, LHooper@boonecountymyo.org

Investigation of continued causes of impairment in Hinkson Creek is of interest to the Hinkson Creek Science Team. Some work has been done looking at basic water quality parameters, but little data exists looking at organic and inorganic contaminants which may be related to increased urbanization in the watershed. The Environmental Chemistry Branch at the USGS Columbia Environmental Research Center (CERC) was asked to develop a sampling plan which includes potential indicator chemicals that may indicate an increased contaminant loading into the Creek. Below is an estimate for the chemical analysis of water and sediment samples from Hinkson Creek.

The costs below represent totals for the sampling at 5 sites each during an upcoming Fall and Spring season. Options for both water and sediment analyzes are included. Proposed chemicals to be investigated include: a suite of metals typical of urban environments, current use pesticides (CUP) related to agriculture, wastewater indicators (WI), polycyclic aromatic hydrocarbons (PAHs), organochlorine pesticides, polychlorinated biphenyls (total PCBs), and polybrominated diphenyl ether (PBDE) flame retardants. A tentative list of analytes is provided as an attachment to this memo. In addition to the specific chemical analyses, a screen for total estrogenicity of chemicals will be run using the *in vitro* yeast estrogen screen (YES). The YES assay is a cell-based assay where estrogens or estrogen-mimicking chemicals bind to an estrogen receptor which can be measured. Results from the YES can indicate the presence of potential endocrine disruptors. CERC is finalizing methods for the analysis of per and polyfluorinated surfactants (PFAS) in passive samplers and are planning methods for sediments. Depending on availability, these methods may be run as well.

Wastewater indicators includes a series of chemicals such as fragrances, surfactants, plasticizers, alternative fire retardants, and industrial chemicals which are indicative of wastewater and septic discharges. PAHs are components of petroleum products and are prevalent in urban environments. Organochlorine pesticides include the mostly banned, legacy pesticides such as chlordanes, endosulfans, and DDTs which along with the PCBs and PBDEs are persistent and are known to have toxicological effects.

For the organics in water, passive sampling devices will be used due to the expected low concentrations and episodic changes in concentrations over time. These devices will be deployed in the Creek for approximately 1 month. Whole water samples will be collected for the metals analysis. Sediment samples will be collected at each site by creating a composite sample from multiple subsamples of surficial sediment collected within a specific area at each site.

Cost estimates 2 sampling events (Fall and Spring) at 5 sites along Hinkson Creek

	Requested Funds	USGS Contributed Funds
Water		
<i>Passive Samplers for Organics</i>		
PAHs, OC/PCB/PBDE, WI, CUP	\$ 37,793	\$ -
(or) PAHs, OC/PCB/PBDE, WI	\$ 26,725	\$ -
PFAS	\$ -	\$ 7,520
YES assay	\$ -	\$ 3,760
<i>Discrete water sample for Inorganics</i>		
Recoverable metals	\$ 4,512	\$ -
General water quality	\$ 1,128	\$ -
Anions	\$ 1,053	\$ -
Cations	\$ 1,053	\$ -
Sediments		
PAHs	\$ 9,024	\$ -
WI/OC/PCB/PBDE (combined method)	\$ 15,039	\$ -
Total recoverable metals	\$ 5,790	\$ -
Quality Control		
All matrices + PI support	\$ -	\$ 45,631
Total (full package)	\$ 75,392	
USGS Contributed		\$ 56,911

CERC will contribute the analysis for PFAS (as methods are available), the YES assay, all QC costs along with the time of 2 principal investigators for project management, field sampling, data review and reporting. Data will be provided to the Hinkson Creek Science Team as an Excel spreadsheet and will also be released as a USGS data release package according to USGS guidelines. Depending on the findings, a publication of results in a scientific journal may be considered. The above costs include the USGS overhead of 50.391%.

Appendix – Tentative Analyte Lists

Total Recoverable Metals

Mercury, Chromium, Lead, Copper, Zinc, Silver, Cadmium, Nickel, Selenium, Vanadium, Cobalt

General Water Quality

Hardness, Alkalinity, pH, Dissolved Oxygen, Ammonia

Anions

Fluoride, Chloride, Nitrate+Nitrite (as nitrogen), Bromide, Sulfate, Phosphate

Cations

Sodium, Magnesium, Calcium, Iron, Manganese, Strontium, Potassium

Per and polyfluorinated surfactants (PFAS)

Method in development – analyte list not yet available

Polycyclic Aromatic Hydrocarbons (PAHs)

1,2-dimethylnaphthalene
1-ethylnaphthalene
1-methylfluorene
1-methylnaphthalene
2,3,5-trimethylnaphthalene
2-methylfluoranthene
2-methylnaphthalene
2-methylphenanthrene
3,6-dimethylphenanthrene
4-methylbiphenyl
9-methylanthracene
Acenaphthene
Acenaphthylene
Anthracene
Benz[a]anthracene
Benzo[a]pyrene
Benzo[b]fluoranthene
Benzo[b]naphtho[2,1-d]thiophene
Benzo[b]thiophene
Benzo[e]pyrene
Benzo[g,h,i]perylene
Benzo[k]fluoranthene
Biphenyl
Chrysene
Dibenz[a,h]anthracene
Dibenzothiophene
Fluoranthene
Fluorene
Indeno[1,2,3-c,d]pyrene
Naphthalene
Perylene
Phenanthrene
Pyrene

Organochlorines, polychlorinated biphenyls, polybrominated diphenyl ethers (OC/PCB/PBDEs)
alpha-Benzenhexachloride (a-BHC)
beta-Benzenhexachloride (b-BHC)
Chlorpyrifos
cis-Chlordane
cis-Nonachlor
cis-Permethrin
Dacthal
delta-Benzenhexachloride (d-BHC)
Diazinon
Dieldrin
Endosulfan
Endosulfan Sulfate
Endosulfan-II
Endrin
Heptachlor
Heptachlor Epoxide
Hexachlorobenzene (HCB)
Lindane
Mirex
o,p'-DDD
o,p'-DDE
o,p'-DDT
Oxychlordane
p,p'-DDD
p,p'-DDE
p,p'-DDT
p,p'-Methoxychlor
Pentachloroanisole (PCA)
Tefluthrin
trans-Chlordane
trans-Nonachlor
trans-Permethrin
Trifluralin
Total Polychlorinated Biphenyls (Total PCBs)
Polybrominated Diphenyl Ether congener 28 (PBDE-28)
Polybrominated Diphenyl Ether congener 47 (PBDE-47)
Polybrominated Diphenyl Ether congener 66 (PBDE-66)
Polybrominated Diphenyl Ether congener 85 (PBDE-85)
Polybrominated Diphenyl Ether congener 99 (PBDE-99)
Polybrominated Diphenyl Ether congener 100 (PBDE-100)
Polybrominated Diphenyl Ether congener 153 (PBDE-153)
Polybrominated Diphenyl Ether congener 154 (PBDE-154)
Polybrominated Diphenyl Ether congener 183 (PBDE-183)

Wastewater Indicator Chemicals (WI)

Chemical	Common Use
1,4-Dichlorobenzene	moth repellent, fumigant, deodorant
4-n-octylphenol	surfactant
Acetophenone	fragrance in detergent and tobacco, flavor in beverages
Antraquinone	manufacturing dye/textiles, seed treatment, bird repellent
Atrazine	herbicide
Benzophenone	fixative for perfumes and soaps
Bromacil	herbicide, general use pesticide, usage on grass/brush
Bromoform	wastewater ozonation byproduct, military/explosives
Caffeine	beverages, diuretic
Camphor	flavor, odorant, ointments, moth repellent, fireworks (nitrocellulose plasticizer)
Carbaryl	insecticide, crop and garden uses
Carbazole	insecticide, manufacturing dyes, explosives, and lubricants
Cashmeran (DPMI)	fragrance
Celestolide (ADBI)	fragrance
Chlorpyrifos	Insecticide
Cholesterol	often a fecal indicator, plant sterol
Cotinine	primary nicotine metabolite
Diazinon	insecticide
Dichlorvos	insecticide, pet collars, flies, also a degradate of naled or trichlofon
Diethyl phthalate	Plasticizer
Diethylhexylphthalate (DEHP)	Plasticizer
d-Limonene	fungicide, antimicrobial, antiviral, fragrance in aerosols
Ethyl citrate	cosmetics, pharmaceuticals
Galaxolide (HHCB)	fragrance
Indole	pesticide inert ingredient, fragrance in coffee
Isophorone	solvent for lacquer, plastic, oil, silicone, resin
Isopropylbenzene (cumene)	manufacturing phenol/acetone, fuels, and paint thinner
Isoquinoline	flavors and fragrances
Menthol	cigarettes, cough drops, liniment, mouthwash
Metalaxyl	herbicide, fungicide, general use pesticide, golf/turf application
Methyl salicylate	liniment, food, beverage, UV-absorbing lotions
Methyl Triclosan	metabolite of triclosan (an antibacterial agent)
N,N-diethyltoluamide (DEET)	insect repellent
N-butyl benzenesulfonamide	plasticizer in nylon production
para-Cresol	wood preservative
Phantolide (AHMI)	fragrance
Phenol	disinfectant, manufacturing of several products
Prometon	herbicide, applied prior to blacktop application
p-tert-Octylphenol	surfactant
Tetrachloroethylene	solvent, degreaser, veterinary anthelmintic
Tonalide (AHTN)	fragrance
Traseolide (ATII)	fragrance
Tributyl phosphate (TBP)	flame retardant
Triphenyl phosphate (TPP)	flame retardant, plasticizer in resins waxes, roofing paper
Tris(1,3-dichloro-2-propyl)phosphate (TDCPP)	flame retardant
Tris(1-chloro-2-propyl)phosphate (TCPP)	flame retardant
Tris(2-butoxyethyl)phosphate (TBEP)	flame retardant
Tris(2-chloroethyl)phosphate (TCEP)	flame retardant
Tris(2-ethylhexyl)phosphate (TEHP)	flame retardant

Current-use Pesticides (CUPs)

2,6-diethylaniline
acetochlor
alachlor
atrazine
benfluralin
butylate
carbaryl
carbofuran
chlorpyrifos
cyanazine
dacthal
deethylatrazine
desulfinylfipronil
diazinon
dieldrin
disulfoton
eptam (eptc)
ethalfluralin
ethoprop
fipronil
fipronil degradate
fipronil sulfide
fipronil sulfone
fonofos
lindane
linuron
malathion
methyl azinphos
methyl parathion
metolachlor
metribuzin
molinate
napropamid
parathion
pebulate
pendimethalin
phorate
prometon
pronamide
propachlor
propanil
propargites
simazine
tebuthiuron
terbacil
terbufos
thiobencarb
triallate
trifluralin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of December 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 attached K-9 Basic Training Agreement between Boone County and the following:

- City of Sedalia PD

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

Done this 9th day of December 2021.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Jane M. Thompson
District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 1 day of October, 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and City of Sedalia Missouri Police Department (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 18th day of October, 2021, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this

Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Sedalia Police
By: Matthew Wry
Printed Name: Matthew Wry
Dated: 10/1/21

ATTEST:
TERRI L. CASTO



BOONE COUNTY, MISSOURI
By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner
Dated: 12.9.2021

ATTEST:
Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED - BCSO:
Dwayne Caroy
Dwayne Caroy, Sheriff

APPROVED AS TO FORM:
C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

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 Patchford 11/30/21
Auditor Date
Revenue 2570-3569

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 11.18.21 _____

Printed Name of Participant

Shania Fox _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of December 20 21

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

ORDER NO. 503-2021

AN ORDER APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR PLUMROSE USA, INC., CONSISTING OF CONSTRUCTING AND EQUIPPING AN ITALIAN MEATS AND CHARCUTERIE PRODUCTION FACILITY AND A COLD STORAGE WAREHOUSE; APPROVING AND AUTHORIZING BOONE COUNTY, MISSOURI, TO ENTER INTO A PERFORMANCE AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF PROPERTY TAX ABATEMENT OFFERED BY THE COUNTY IN CONNECTION WITH THE PROJECT; AUTHORIZING SALES TAX EXEMPTIONS FOR CERTAIN TANGIBLE PERSONAL PROPERTY AND MATERIALS WITH RESPECT TO THE PROJECT; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, Boone County, Missouri (the "**County**"), is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "**Act**"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the County shall deem advisable; and

WHEREAS, the County Commission of the County adopted Commission Order 74-2021 on February 25, 2021 regarding a project for Plumrose USA, Inc., a Delaware corporation (the "**Company**") doing business under the name Swift Prepared Foods, consisting of (a) acquiring certain real property in the County (the "**Project Site**"), (b) making certain real property improvements (the "**Project Improvements**") on the Project Site, including constructing an Italian meats and charcuterie production facility, and a cold storage warehouse on the Project Site, and (c) installing and equipping such facilities with certain machinery and equipment (the "**Project Equipment**," collectively with the Project Site and the Project Improvements, the "**Project**"), to be financed out of the proceeds of industrial development revenue bonds to be issued under the Act (the "**Bonds**"), contingent upon preparation and approval of a plan for industrial development with respect to the Project (the "**Plan**") as required by Section 100.050 of the Act; and

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

WHEREAS, the County has prepared a Plan for the Project, notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and the County now desires to approve the Plan; and

WHEREAS, the County further finds and determines that it is necessary and desirable in connection with approval of the Plan that the County enter into a Performance Agreement setting forth the terms and conditions of property tax abatement offered by the County to the Company in connection with the issuance of the Bonds;

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Promotion of Economic Development. The County Commission hereby finds and determines that the Project will promote the economic welfare and development of the County, and the issuance of the Bonds by the County to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The County Commission hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Approval and Authorization of Performance Agreement. The Performance Agreement, among the County, the Company and the County Assessor of Boone County, Missouri, attached hereto as **Exhibit B**, pursuant to which the County has granted the Company certain rights with respect to the abatement of *ad valorem* real and personal property taxes on the Project in consideration for the Company's agreement to maintain a certain level of employment at the Project Site with pay at or above the current County average wage, is hereby approved in substantially the form presented to the County Commission at this meeting (a copy of which shall be filed in the records of the County), and the County is hereby authorized to execute and deliver the Performance Agreement with such changes therein as shall be approved by the officials of the County executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Section 4. Sales Tax Exemption. The County Commission approves sales tax exemptions for tangible personal property and materials used in construction of the Project and for equipment included in the Project as described in Section 3.8 of the Performance Agreement. The County authorizes the use of a sales tax exemption certificate by the Company or other entity authorized to act on behalf of the Company conditioned upon the County's receipt of a letter signed by the Company agreeing that if the Bonds are not issued, the Company will (unless the County extends the expiration date of the project exemption certificate) immediately pay all sales tax that otherwise would have been due with respect to the Project. The Performance Agreement provides that if the Bonds are not issued by December 31, 2022, the provisions of the Performance Agreement including the sales tax exemptions described therein will have no further force and effect.

Section 5. Further Authority. The County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order and to carry out, comply with and perform the duties of the County with respect to the Bonds and the County Documents.

Section 6. Effective Date. This Order shall take effect and be in full force immediately after its approval by the County Commission.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____
the following, among other proceedings, were had, viz:

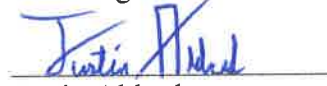
APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI,
THIS 9TH DAY OF DECEMBER, 2021.

Done this 9th day of December 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

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

January 24, 2021

Mr. Charles J. Dykhouse
Boone County Counselor
Boone County Government Center
801 E. Walnut, Suite 211
Columbia, Missouri 65201

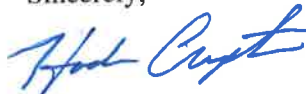
Re: Performance Agreement executed by Plumrose USA, Inc. - Taxable Industrial Development Revenue Bonds (Swift Prepared Foods Project)

Dear Mr. Dykhouse:

Enclosed please find the Performance Agreement dated December 1, 2021 (the "**Performance Agreement**"), that has been executed by Plumrose USA, Inc. on page S-1. When you get an opportunity, please email us the County's executed pages to the Performance Agreement for our records, which will include the signatures of the Presiding Commissioner and County Clerk on page S-1 of the Performance Agreement and the signature of the County Assessor on page S-2 of the Performance Agreement.

As always, please do not hesitate to contact me at any time if you have any questions. I appreciate all your help.

Sincerely,



Haden Crumpton

Enclosure

PERFORMANCE AGREEMENT

Dated as of December 1, 2021

BETWEEN

BOONE COUNTY, MISSOURI

AND

PLUMROSE USA, INC.

Relating to:

SWIFT PREPARED FOODS PROJECT

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

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|-----------|--|
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PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December 1, 2021, as from time to time amended and supplemented in accordance with the provisions hereof (this “**Agreement**”), is between **BOONE COUNTY, MISSOURI**, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the “**County**”), and **PLUMROSE USA, INC.**, a Delaware corporation authorized to conduct business in the State of Missouri (the “**Company**”).

RECITALS:

1. The County is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the County shall deem advisable.

2. The County Commission of the County adopted Commission Order 74-2021 on February 25, 2021 (“**Incentive Approval Date**”), approving an application from the Company for an economic development project which is to receive 75% abatement for new real property investment for a term of 10 years and 75% abatement for new personal property investment for a term of that personal property’s class life or 10 years, whichever is shorter, with the property investment details set forth in the application.

3. Following notice to affected taxing jurisdictions in accordance with Section 100.059.1 of the Act, the County Commission adopted Commission Order _____ on December 9, 2021 (the “**Order**”), (i) approving a plan for the Company’s economic development project (the “**Chapter 100 Plan**”), consisting of (a) acquiring certain real property in the County (the “**Project Site**”), (b) making certain real property improvements (the “**Project Improvements**”) to the Project Site, including constructing a manufacturing facility thereon, and (c) acquiring and installing certain equipment, machinery and other personal property within the Project Improvements (the “**Project Equipment**,” collectively with the Project Site and the Project Improvements, the “**Project**”), to be financed out of the proceeds of industrial development revenue bonds to be issued under the Act (the “**Bonds**”), and (ii) approving and authorizing the execution of this Performance Agreement.

4. Pursuant to a separate order of the County Commission to be adopted at a later date, the County will be authorized to execute and deliver (a) a Trust Indenture (the “**Indenture**”), between the County and a corporate trustee to be named therein (the “**Trustee**”), for the purpose of issuing and securing the Bonds, and (b) a Lease Agreement (the “**Lease**”) with the Company, as lessee, under which the County, as lessor, will cause the Company to purchase, construct, improve and equip the Project and will lease the Project to the Company, in consideration of rental payments to be paid by the Company sufficient to pay the principal of and interest on the Bonds.

5. Pursuant to the foregoing, the County desires to enter into this Agreement with the Company in consideration of the Company’s desire to purchase, construct, improve and equip the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the County and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, which definitions are hereby incorporated herein by reference, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of December 1, 2021, between the County and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Compliance Report” means the Annual Compliance Report required to be filed by the Company pursuant to **Section 3.3** hereof, a copy of which is attached hereto as **Exhibit B**.

“Closing” means the issuance of the Bonds and the consummation of the transfer of a leasehold interest in the Project to Company pursuant to the Lease.

“County” means Boone County, Missouri.

“County Assessor” means the Assessor of Boone County, Missouri.

“County Indemnified Parties” is defined in **Section 5.1** hereof.

“Event of Default” means any Event of Default as provided in **Section 6.1** hereof.

“Job” means a full-time equivalent position with the Company of not less than 35 hours per week at the Project Site, which shall include normal full-time employee benefits offered by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III** hereof.

“Project” means, collectively, (a) the Project Site, (b) the Project Improvements located on the Project Site, and the (c) Project Equipment installed on the Project Site and (d) all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist, the costs of which will be paid in whole or in part, or for which the Company will be reimbursed in whole or in part, from the proceeds of the sale of the Bonds.

“Project Costs” means all costs of purchasing, constructing, improving, equipping and installing the Project.

“Project Equipment” shall have the same meaning set forth in the Recitals to this Agreement.

“Project Improvements” shall have the same meaning set forth in the Recitals to this Agreement.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Test Date” means September 30 of each year, beginning on September 30, 2024, and ending on September 30, 2032.

ARTICLE II

REPRESENTATIONS

Section 2.1. County’s Representations. The County hereby represents that the Project will significantly benefit the County and the State of Missouri (the “State”) by (i) stimulating economic development in the County and the State through the creation and retention of permanent jobs and (ii) increasing local and State tax revenues.

Section 2.2. Company’s Representations. The Company hereby represents that the Project will significantly benefit the County and the State by (i) stimulating economic development in the County and the State through the creation and retention of permanent jobs and (ii) increasing local and State tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption.

(a) So long as the County owns title to the Project Site and the Project Improvements, the Project Site and Project Improvements will be exempt from ad valorem real property taxes. The Project Equipment will be exempt from ad valorem personal property taxes from and after January 1 of the year following the County’s acquisition thereof and will continue so long as the County owns title thereto. The first year of the real property tax exemption period for the Project Site and the Project Improvements located thereon shall begin on January 1, 2023. The first year of the personal property tax exemption period for the portion of the Project Equipment acquired in years 2021 and 2022 shall begin on January 1, 2023, and for each portion of the remaining Project Equipment acquired in years 2023 and thereafter, the first year of the personal property tax exemption period will begin January 1 the year following year such Project Equipment was acquired and transferred to the County.

(b) Notwithstanding any other provision of this Agreement to the contrary, the last year of such real and personal property tax exemption period shall be 2032. The Company covenants and agrees that, during each year the Project is exempt from ad valorem real and personal property taxes by reason of the County owning title to the Project, the Company will make annual payments in lieu of taxes to the County (each such payment, a “PILOT Payment”) in such amounts as described in this Article III relating to the Project. The County and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to the Project Site, the Project Improvements and the Project Equipment financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to any real or personal property not financed with proceeds of the Bonds. These PILOT Payments shall be made to the County on or before each December 31, commencing December 31, 2023.

Section 3.2. Payments in Lieu of Taxes.

(a) Because ownership of the Project Site will be transferred to the County in 2022, the real property that comprises the Project Site and any Project Improvements located thereon would not be subject to ad valorem real property taxation for 2022; therefore, the Company will be required to make a PILOT Payment equal to 100% of the ad valorem real property taxes that would otherwise be due for 2022 with respect to the Project Site and any Project Improvements located thereon on or before December 31, 2022. The County acknowledges that the Project Improvements (i) have been made by the Company in the current calendar year 2021, and (ii) will continue to be made by the Company through the end of the current calendar year 2021 and are expected to be made in calendar years 2022 through 2024, and the County agrees that the Company shall receive 10 years of 75% ad valorem real property tax abatement beginning in 2023 with respect to all ad valorem real property taxes levied against the Project Site and the Project Improvement located thereon, ***except with respect to the ad valorem real property commercial surtax levied against the Project Site and the Project Improvements during such 10-year tax abatement period.*** Given that the 10-year 75% ad valorem real property tax abatement will *not* apply to the levy of the commercial surtax, the Company covenants and agrees to make PILOT Payments to the County on or before each December 31, commencing December 31, 2023, in an amount equal to 100% of the ad valorem real property commercial surtax which would otherwise be due with respect to the Project Site and the Project Improvements located thereon. In addition to the 100% PILOT Payment for year 2022 and the PILOT Payments equal to 100% of the ad valorem real property commercial surtax to be paid by the Company in years 2023 through 2032, the Company covenants and agrees to make PILOT Payments to the County on or before each December 31, commencing December 31, 2023, in an amount equal to (i) 25% multiplied by (ii) the amount of ad valorem real property taxes, other than the commercial surtax, which would otherwise be due with respect to the Project Site and the Project Improvements located thereon but for the County's ownership of such real property, as further reflected in the following table:

Years of 25% PILOT Payments⁽¹⁾
2023 – 2032 ⁽²⁾

⁽¹⁾ As noted above, the 25% PILOT Payments do not apply to the commercial surtax levy. During the real property tax abatement period, the Company will be required to pay a PILOT Payments each year in an amount equal to 100% of the commercial surtax.

⁽²⁾ The last year of the real property tax abatement is 2032; therefore, beginning in 2033 and each year thereafter, the Company will be required to pay all *ad valorem* real property taxes with respect to the Project Site and the Project Improvements.

(b) The Company and the County agree that each item of personal property financed with the Bonds (i.e. the Project Equipment) shall be exempt from *ad valorem* personal property taxes for a period not exceeding the lesser of (i) the MACRS class life of the personal property as contemplated in RSMo §137.122, (ii) ten years or (iii) the expiration of the term of this Agreement. The Project Equipment consists of personal property financed with the proceeds of the Bonds and includes personal property acquired after January 1, 2021, in connection with the Project. The personal property that comprises the Project Equipment portion of the Project would otherwise be exempt from *ad valorem* personal property taxes during the entire term of the Lease due to the County's ownership of such Project Equipment. Therefore, the Company agrees that it shall make a PILOT Payment to the County (to be delivered to the County Treasurer) on or before December 31 of each year, commencing December 31, 2023, for the portion of the Project Equipment acquired in years 2021 and 2022, in an amount equal to (i) the applicable percentage shown below multiplied by (ii) the amount of the ad valorem personal property taxes which would otherwise be due with respect to the Project Equipment but for the County's ownership of such personal property, calculated as set forth in the tables below:

Project Equipment with a MACRS three-year recovery period:

For 3-Year Recovery Project Equipment Acquired in Year	25% PILOT Payments	100% PILOT Payments⁽¹⁾
2021	2023-2024	2025-2032 ⁽²⁾
2022	2023-2025	2026-2032 ⁽³⁾
2023	2024-2026	2027-2032 ⁽³⁾
2024	2025-2027	2028-2032 ⁽³⁾
2025	2026-2028	2029-2032 ⁽³⁾

- (1) Pursuant to **Section 3.2(b)** of this Agreement, for the Project Equipment with a 3-year recovery, the personal property tax exemption will only extend for a *maximum* of three years, which is equal to the MACRS class life of such Project Equipment.
- (2) For any Project Equipment with a 3-year recovery acquired in 2021, the personal property tax exemption period will begin in 2023 and only extend until 2024. Beginning in 2025 through 2032, the Company will be required to pay a PILOT Payment to the County each year that is equal to 100% of the ad valorem personal property taxes that would otherwise be due in such year with respect to that portion of the Project Equipment acquired in 2021.
- (3) For any Project Equipment with a 3-year recovery acquired in 2022 through 2025, the personal property tax exemption period will begin the year *after* the year such Project Equipment is acquired. After the applicable 3-year personal property tax exemption period ends, the Company will be required to pay a PILOT Payment to the County each year through 2032 that is equal to 100% of the ad valorem personal property taxes that would otherwise be due in each year with respect to that portion of the Project Equipment.

Project Equipment with a MACRS five-year recovery period:

For 5-Year Recovery Project Equipment Acquired in Year	25% PILOT Payments	100% PILOT Payments⁽¹⁾
2021	2023-2026	2027-2032 ⁽²⁾
2022	2023-2027	2028-2032 ⁽³⁾
2023	2024-2028	2029-2032 ⁽³⁾
2024	2025-2029	2030-2032 ⁽³⁾
2025	2026-2030	2031-2032 ⁽³⁾

- (1) Pursuant to **Section 3.2(b)** of this Agreement, for the Project Equipment with a 5-year recovery, the personal property tax exemption will only extend for a *maximum* of five years, which is equal to the MACRS class life of such Project Equipment.
- (2) For any Project Equipment with a 5-year recovery acquired in 2021, the personal property tax exemption period will begin in 2023 and only extend until 2026. Beginning in 2027 through 2032, the Company will be required to pay a PILOT Payment to the County each year that is equal to 100% of the ad valorem personal property taxes that would otherwise be due with respect to that portion of the Project Equipment acquired in 2021.
- (3) For any Project Equipment with a 5-year recovery acquired in 2022 through 2025, the personal property tax exemption period will begin the year *after* the year such Project Equipment is acquired. After the applicable 5-year personal property tax exemption period ends, the Company will be required to pay a PILOT Payment to the County each year through 2032 that is equal to 100% of the ad valorem personal property taxes that would otherwise be due in each year with respect to that portion of the Project Equipment.

Project Equipment with a MACRS seven-year recovery period:

For 7-Year Recovery Project Equipment Acquired in Year	25% PILOT Payments	100% PILOT Payments⁽¹⁾
2021	2023-2028	2029-2032 ⁽²⁾
2022	2023-2029	2030-2032 ⁽³⁾
2023	2024-2030	2031-2032 ⁽³⁾
2024	2025-2031	2032 ⁽³⁾
2025	2026-2032	-- ⁽³⁾⁽⁴⁾

- (1) Pursuant to **Section 3.2(b)** of this Agreement, for any Project Equipment with a 7-year recovery, the personal property tax exemption will only extend for a *maximum* of seven years, which is equal to the MACRS class life of such Project Equipment.
- (2) For any Project Equipment with a 7-year recovery acquired in 2021, the personal property tax exemption period will begin in 2023 and only extend until 2028. Beginning in 2029 through 2032, the Company will be required to pay a PILOT Payment to the County each year that is equal to 100% of the ad valorem personal property taxes that would otherwise be due with respect to that portion of the Project Equipment acquired in 2021.
- (3) For any Project Equipment with a 7-year recovery acquired in 2022 through 2025, the personal property tax exemption period will begin the year *after* the year such Project Equipment is acquired. After the applicable 7-year personal property tax exemption period ends, the Company will be required to pay a PILOT Payment to the County each year through 2032 that is equal to 100% of the ad valorem personal property taxes that would otherwise be due in each year with respect to that portion of the Project Equipment.
- (4) For any Project Equipment with a 7-year recovery acquired in 2025, the personal property tax exemption period will begin in 2026 and extend through the end of the term of this Agreement (2032).

Project Equipment with a MACRS ten-year recovery period:

For 10-Year Recovery Project Equipment Acquired in Year	25% PILOT Payments	100% PILOT Payments⁽¹⁾
2021	2023-2031	2032 ⁽²⁾
2022	2023-2032	-- ⁽³⁾
2023	2024-2032	-- ⁽³⁾
2024	2025-2032	-- ⁽³⁾
2025	2026-2032	-- ⁽³⁾

- (1) Pursuant to **Section 3.2(b)** of this Agreement, for any Project Equipment with a 10-year recovery, the personal property tax exemption will only extend *to the earlier of* (a) ten years, which is equal to the MACRS class life of such Project Equipment, beginning the year *after* the year such Project Equipment is acquired or (b) until 2032, which is the end of the term this Agreement.
- (2) For any Project Equipment with a 10-year recovery acquired in 2021, the personal property tax exemption period will begin in 2023 and only extend until 2031. In 2032, which is the final year of the term of this Agreement, the Company will be required to pay a PILOT Payment to the County that is equal to 100% of the ad valorem personal property taxes that would otherwise be due in 2032 with respect to that portion of the Project Equipment acquired in 2021.
- (3) For any Project Equipment with a 10-year recovery acquired in 2022 through 2025, the personal property tax exemption period will begin the year *after* the year such Project Equipment is acquired and *only* extend through 2032, which is the end of the term of this Agreement.

(c) Pursuant to **Section 11.5** of the Lease, the Company shall exercise its option to purchase the Project no later than December 31, 2032. If title to the Project, or any portion thereof, has not been transferred by the County to the Company before the earlier of (1) January 1, 2033, or (2) the expiration of the term of this Agreement, then on December 31 of such year and on December 31 of each year thereafter

until title to the Project, or the applicable portion thereof, is transferred to the Company, the Company shall pay to the County a PILOT Payment equal to 100% of the amount of ad valorem real and personal property taxes, as applicable, that would otherwise be payable to each taxing jurisdiction but for the County's ownership thereof.

(d) The County Assessor will, until this Agreement is terminated, determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as amended, as if title to the Project were in the name of the Company and not the County. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to provide to the County Assessor each year, by the same date on which property declarations are required by law to be made, a report that includes the following information:

- (1) a list of Project Equipment acquired during the calendar year;
- (2) a list of the Project Improvements completed during the calendar year; and
- (3) such other information as the County Assessor may reasonably require to complete the assessment of the Project.

The itemization shall be consistent with the information provided to the County and the Trustee under the Lease.

Section 3.3. Adjustment of Payments In Lieu of Taxes for Failure to Maintain Qualifying Jobs.

(a) The Company understands and agrees that the property tax abatement set forth in **Section 3.1** above is, beginning in 2024, conditioned upon the Company's maintaining not less than 150 Total Qualifying Jobs (as defined below) for so long as the abatement described herein is in effect. The number of "**Qualifying Jobs**" shall be determined within each of the following occupational classifications: (1) All employees on salary, or FLSA exempt employees ("Salaried"); (2) the employees paid hourly, or FLSA non-exempt employees, as defined below ("Selected Hourly"). For each occupational classification, the Qualifying Jobs shall be based on the average wages paid by the Company to the employees within such occupational classification, calculated on the basis of the wages reported in Box 5 of each employee's W-2 (Medicare wages) (the "**Average Wages by Class**") *as compared to* the average annual income for employed persons in the County, based on the most recent County average annual wage data available on the first day of October prior to the applicable Test Date, as provided by the Missouri Department of Economic Development for the Missouri Works program or such other index as the County and the Company may agree to in writing (the "**Average County Wages**"). However, the Average County Wages for the September 30, 2024 Test Date shall not exceed one-hundred and six percent of the Average County Wages on the Incentive Approval Date and the Average County Wages for each Test Date thereafter shall not exceed one-hundred and two percent of Average County Wages on the prior Test Date. The "Selected Hourly" employees shall consist of the number of employees paid hourly, or FLSA non-exempt employees, as selected by the Company so that the total of the Salaried employees and Selected Hourly employees shall equal 150 (unless the total number of employees at the Project shall be less than 150, in which case all employees paid hourly, or FLSA non-exempt employees, shall be included as Selected Hourly employees).

(b) On each Test Date, the total Qualifying Jobs figure ("**Total Qualifying Jobs**") shall equal the sum of the total Qualifying Jobs within each occupational classification referenced above. In order to calculate the total number of Qualifying Jobs within each of the occupational classifications on each Test Date, the Company shall:

- (i) *First*, within each occupational classification, determine on the last day of each month in each 12-months prior to and including the Test Date (i.e., beginning with October and ending with September):
 - (1) the total number Jobs within such occupational classification for the applicable month;
 - (2) the average wage of all Jobs within such occupational classification for the applicable month (“Average Wage”); and
- (ii) *Second*, within each occupational classification, calculate (1) 12-month average of the total number of Jobs per month (“Total Jobs”) and (2) the 12-month average of the Average Wage per month (which will equal the Average Wage By Class); and
- (iii) *Third*, within each occupational classification, compare the Average Wage By Class with the Average County Wages for the applicable Test Date and determine the total number of Qualifying Jobs within each occupational classification as follows:
 - (1) For each of the “Salaried, or FLSA exempt employees” occupational classifications, if the Average Wages by Class for Jobs within the occupational classification *are not less* than 100% of the Average County Wages, then *all* of the Total Jobs within such occupational classification shall be considered “Qualifying Jobs.”
 - *Salaried, or FLSA exempt employees*: Average Wages by Class \geq (100%)*(Average County Wages) *then* Total Jobs within Salaried classification are “Qualifying Jobs”
 - (2) For each of the “Selected Hourly employees” occupational classifications, if the Average Wages by Class for Jobs within the each occupational classification *are not less* than 80% of the Average County Wages, then *all* of the Total Jobs within such occupational classification shall be considered “Qualifying Jobs.”
- (iv) *Lastly*, add together the Qualifying Jobs within each occupational classification in order to determine the Total Qualifying Jobs for the Company relating to the Project as of the applicable Test Date.

(c) If the Company fails to maintain 150 Total Qualifying Jobs, as certified by the Company in writing to the County (measured as described in subparagraph (b) above), the tax abatement and PILOT Payments set forth in **Section 3.2** shall be adjusted per the following chart:

- Minimum 150 Total Qualifying Jobs – No adjustment to abatement
- Below 150 Total Qualifying Jobs – Abatement adjusted to 50% (PILOT Payment adjusted to 50%)
- Below 120 Total Qualifying Jobs – Abatement adjusted to 25% (PILOT Payment adjusted to 75%)

- Below 100 Total Qualifying Jobs – Abatement adjusted to 0% (PILOT Payment adjusted to 100%)

(d) The Company shall file with the County annually, commencing on **November 10, 2024**, and continuing on each November 10 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached hereto as **Exhibit B**. The Company agrees to provide a copy of the Annual Compliance Report to the County Commission for review and acceptance by order at a regular County Commission meeting held after November 10 but before December 31 of each year. The Company also agrees to provide reasonable access to the Company's payroll records for purposes of verifying the number of Total Qualifying Jobs.

(e) The calculations set forth in this **Section 3.3** shall be performed on each Test Date, with any resulting adjustment to the PILOT Payment due as a result of such calculation to be applicable for the calendar year in which such Test Date occurs. In no event shall the Company's PILOT Payment(s) calculated pursuant this Section and to **Section 3.2** hereof exceed 100% of the actual ad valorem real or personal property taxes, as applicable, that would have otherwise been payable on the Project, but for the County's ownership thereof, for the given year.

Section 3.4. Distribution of PILOT Payments. Within 30 days of the date of each PILOT Payment, the County Treasurer, or other designated billing/collection agent, shall distribute each PILOT Payment, after reduction for the administrative costs of the County as provided by **Section 3.6** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.5. Obligation of County to Effect Tax Abatement. The County agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the County shall not be liable for any failure of the County or any other governmental taxing authority to recognize the exemption provided herein. The County covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem property taxes on the Project. In the event such a levy or assessment should occur, the County shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the County may require the Company to reimburse the County for its *actual* costs of issuing the Bonds and administering the plan including costs associated with this Agreement. The attached **Exhibit C** reflects the County's anticipated, direct costs for administering the contemplated property tax abatement and payments in lieu of taxes throughout the term of this Agreement and said amount will be added to the PILOT Payment billing from the County Treasurer as indicated in **Exhibit C**.

Section 3.7. Other Property Taxes In Connection with the Project. The real and personal property tax exemption provided by the County's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the County. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the County owns the Project (including, without limitation, any ad valorem property taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the County shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Sales Tax Exemption. The County and the Company agree that, pursuant to Section 144.062, RSMo, purchases at retail of tangible personal property and materials used in the construction of the Project Improvements shall be exempt from sales tax, and the County agrees to furnish the contractor an exemption certificate in such form approved by the Director of Revenue of the State of Missouri authorizing such purchases. The County shall issue the Company sales and/or use tax exemption certificates for the purpose of providing a sales and/or use tax exemption on personal property included in the Project which is not manufacturing equipment pursuant to the provisions of Section 144.054, RSMo, if and when approved for such exemption by the Missouri Department of Economic Development. It is the County and the Company's expectation that the purchase of any and all such materials shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.054, RSMo. The Company will account for all purchases for which the sales tax exemption is used and to provide such accounting to the County at least quarterly. The Company will reimburse the County and/or the other recipients of sales and/or use tax if it is determined that such exemption was improperly used or that the County did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the County pursuant to **Section 5.1** with respect to the use of the sales and/or use tax exemption certificates. Nothing herein shall limit the Company's right to any exemption of sales taxes not resulting from the County's ownership of title to the Project.

Section 3.9. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem property taxes on the Project to the County or any other taxing jurisdiction.

Section 3.10. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of State law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action relating to the Project; provided, however, the Company agrees that:

(a) the Company will not appeal, protest or otherwise contest any real property tax valuation or assessment relating to the real property included in the Project (i.e., the Project Site and the Project Improvements located thereon) unless the amount of such real property valuation or assessment will cause the total assessed valuation of all real property included in the Project for such year to be greater than 105% of the total amount of assessed valuation for said real property set forth in the cost-benefit analysis contained in the Chapter 100 Plan (reflected in *Exhibit 4* of the cost-benefit analysis); and

(b) the Company will not appeal, protest or otherwise contest any personal property tax valuation or assessment relating to the personal property included in the Project (i.e., the Project Equipment) unless the amount of such valuation or assessment will cause the total assessed valuation of all personal property for such year to be greater than 105% of the total amount of assessed valuation for said personal property set forth in the cost-benefit analysis contained in the Chapter 100 Plan (reflected in *Exhibit 7* of the cost-benefit analysis).

Either party to this Agreement may present this Agreement and the Chapter 100 Plan to the appropriate tribunal (County Board of Equalization, the Missouri State Tax Commission or other tribunal) in connection with a Motion to Dismiss any such appeal.

Section 3.11. Cessation of Operations at the Project Site. If for any reason the Company completely vacates, abandons or ceases operations at the Project Site during the term of this Agreement, and fails to exercise its option to purchase the Project within 90 days after such vacancy, abandonment or

cessation of operations, the Company shall make a PILOT Payment to the County (to be distributed as provided in **Section 3.3**) equal to 100% of the ad valorem real and personal property taxes that would otherwise be payable to each taxing jurisdiction if the Project was not owned by the County and, thereafter, this Agreement shall terminate. Such PILOT Payment shall be made on or before December 31 in the calendar year in which the Company ceases operations (in a *pro rata* amount assuming the Project was placed on the tax rolls effective on the date of cessation through said December 31).

Section 3.12. No Abatement on Special Assessments, Licenses or Fees. The County and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the County or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the County.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

Section 4.1. Inspection. The Company agrees that the County and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five Business Days' hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

Section 4.3. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is consistent with the description of the Project herein and in the Lease. In the event the Project purchased, constructed, improved and installed is materially inconsistent with the description of the Project contained herein and in the presentation to the County Commissioners of the County, such that the intended use and nature of the Project is not related to such description of the Project, the County reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith, provided that a closing memorandum detailing all costs of issuance is provided to the Company for review at least five Business Days prior to the initial issuance of the Bonds.

Section 4.5. Other Requirements of the Commission Order Approving the Application. The Company agrees to use commercially reasonable efforts to make charitable contributions within the County consistent with its historical practices set forth in the Company's Application for the issuance of the Bonds. The Company further agrees to use commercially reasonable efforts to hire appropriately qualified Boone County citizens who are disabled (including the developmentally disabled and/or physically disabled).

ARTICLE V

INDEMNIFICATION AND RELEASE

Section 5.1. Indemnity. The Company agrees to indemnify, defend, and hold the County, its officials and employees (collectively, the “**County Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys’ fees, directly resulting from:

- (a) the Company’s actions and undertaking in design, equipping and implementation of the Project and this Agreement;
- (b) the negligence or willful misconduct of Company, their employees, agents or independent contractors in connection with the design, equipping and implementation of the Project and this Agreement; or
- (c) any unreasonable delay or expense resulting from any litigation filed against the Company by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

Section 5.2. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is begun or made as a result of which the Company may become obligated to one or more of the County Indemnified Parties hereunder, any one of the County Indemnified Parties shall give prompt notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the County Indemnified Parties against any such Action, at the reasonable cost and expense of Company, utilizing counsel of the Company’s choice. The County Indemnified Parties shall assist, at Company’s sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the County Indemnified Parties against such Action, the County Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the County Indemnified Parties after notice to the Company asserting the Company’s failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 5.3. Settlement. Any one of the County Indemnified Parties shall submit to the Company any settlement proposal that the County Indemnified Parties shall receive which may only be accepted with the approval of the Company. Neither the Company nor the County Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 5.4. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE VI

SALE AND ASSIGNMENT

Section 6.1. Sale and Assignment. The benefits granted by the County to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the County, except that the Company shall have the right to assign or transfer its interest hereunder, including the benefits hereunder, in connection with any assignment or transfer of its

interest in the Project that is permitted pursuant to the Lease; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the County;

(b) The occurrence and continuance of an Event of Default by the Company under the Lease following any applicable notice and grace period provided therein;

(c) the Company shall fail to perform any of its obligations hereunder for a period of 60 days (or such longer period as the County and the Company may agree in writing) following written notice to the Company from the County of such failure which notice shall include a specific description of the Company's failure hereunder); provided, however, that if such failure is not subject to cure within such 60 days, such failure shall not constitute an Event of Default hereunder if the Company initiates action to cure such default and pursues such action diligently;

(d) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the County and the Company may agree in writing) after the County has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, however, that if such matter is not subject to cure within such 60 days after such notice, it shall not constitute an Event of Default hereunder if the Company initiates action to cure the default within such 60 days after such notice and pursues such action diligently; or

(e) the delivery to the County by the Company of an Annual Compliance Report that shows fewer than 100 Total Qualifying Jobs pursuant to **Section 3.3** hereof.

Section 7.2. Remedies on Default. Upon an Event of Default hereunder, this Agreement may be terminated by written notice to the Company from the County. Upon such termination, the Company shall make a PILOT Payment to the County equal to (i) the *pro rata* amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the *pro rata* amount of real and personal property taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOT Payments following cessation of operations shall be governed by **Section 3.11**; and provided further, the Company shall receive a credit for all PILOT Payments made pursuant to **Section 3.2** herein and such credit shall reduce the amount of any payments due under this Section.

Upon any termination of this Agreement, the Company agrees to pay interest and penalties on all amounts due hereunder that are late to the same extent as if such payments were late tax payments under State law.

Section 7.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by State law on overdue *ad valorem* real property taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of *ad valorem* real and personal property taxes which are not paid when due shall be subject to penalties imposed by State law on overdue *ad valorem* real and personal property taxes; as applicable.

Section 7.4. Enforcement. In addition to the remedies specified in **Section 7.2**, upon the occurrence of an Event of Default which remains uncured after the applicable cure period provided herein, the County or any taxing jurisdiction that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

Section 7.5. Failure of the County to Perform its Obligations. In the event the County shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the County may agree in writing) following written notice to the County from the Company of such failure (which notice shall include a specific description of the County's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the County shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the County is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VIII

TERM OF AGREEMENT

Section 8.1. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article VII** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 31, 2032. This Agreement shall automatically terminate upon the earlier to occur of the following:

- (a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;
- (b) the expiration of the Lease Term set forth in **Section 3.2** of the Lease; or
- (c) the occurrence and continuance of an Event of Default and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement.

Section 8.2. Payments in Final Year. The foregoing provisions of **Section 8.1** shall not relieve the Company of its obligation to make any PILOT Payments owing during the year in which the Bonds are paid, to the extent the Company receives the *ad valorem* personal property tax exemption contemplated for that year.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 9.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

Section 9.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.4. Waiver. The County and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the County under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 9.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the County and the Company with respect to the subject matter hereof, except as may be set forth in the Indenture or the Lease.

Section 9.6. Electronic Storage of Documents. The County and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 9.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Indenture.

Section 9.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the County Treasurer on or before November 15 of each year during the term of this Agreement, beginning November 15, 2023, and also upon execution of this Agreement.

Section 9.9. Complete Agreement. The Company and the County understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the County from misunderstanding or disappointment, any agreements the Company and the County reach covering such matters are contained in this Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the County, except as the Company and the County may later agree in writing to modify this Agreement and the Lease.

Section 9.10 Personally Identifiable Information. To the extent that the Company provides the County directly, or through its agents, any personally identifiable information relating to the Company's employees, the County will make all reasonable efforts to ensure that such information is kept strictly confidential.

Section 9.11 Effectiveness of Agreement Conditioned Upon Issuance of Bonds. The County and the Company agree to cooperate to cause the issuance of the Bonds not later than December 31, 2022. If the Bonds are not issued by December 31, 2022, this Agreement shall be of no further force and effect.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

BOONE COUNTY, MISSOURI


By: 
Name: Daniel K. Atwill
Title: Presiding Commissioner

[SEAL]

ATTEST:

By: 
Name: Brianna L. Lennon
Title: County Clerk

PLUMROSE USA, INC.,
a Delaware corporation

By: 
Name: Todd Anderson
Title: Head of Tax

ACKNOWLEDGMENT AND AGREEMENT

The County Assessor of Boone County, Missouri, acknowledges receipt of this Agreement and agrees to perform the duties imposed on the County Assessor by **Article III** of this Agreement.

**OFFICE OF THE BOONE COUNTY,
MISSOURI ASSESSOR**


By: 
Name: ~~Tom Schauwecker~~ Kenneth Mohr
Title: County Assessor

EXHIBIT A

DESCRIPTION OF PROJECT SITE

The real property located in Boone County, Missouri, upon which the Project Improvements and Project Equipment will be located, as more specifically described below:

Lot 1, PLUMROSE USA, INC., INC. FINAL PLAT, a subdivision of the City of Columbia, Boone County, Missouri

EXHIBIT B

ANNUAL COMPLIANCE REPORT

Date: November ____, 20__

A. COMPANY INFORMATION.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Fax: _____

B. EMPLOYMENT INFORMATION.

1. For each of the “Salaried” and “Selected Hourly” occupational classifications, the number of Jobs and the Average Wages for each of the immediately preceding 12-months ending on September 30, 20__ (the September 30th immediately prior to this Report) is set forth in the table below in the applicable columns labeled “No. of Jobs” and “Average Wages”:

Month	Salaried		Selected Hourly	
	No. of Jobs	Average Wages	No. of Jobs	Average Wages
October				
November				
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				
____-Month Average				

2. For each of the Salaried and Selected Hourly occupational classifications, the “Total Jobs” (equal to the 12-month average of No. of Jobs for the applicable occupational classification set forth in the

tables above) and the “Average Wages By Class” (equal to the 12-month average of the Average Wages for the applicable occupational classifications set forth above) are included in the table below:

Occupational Classification	Total Jobs (equal to 12-month average)	Average Wage By Class (equal to 12-month average)
Salaried		
Selected Hourly		

4. The Average County Wages for the period prior to the Test Date was: \$ _____

- 100% of the Average County Wages = \$ _____ (for purposes of determining Qualifying Jobs for Salaried occupational classifications)
- 80% of the Average County Wages = \$ _____ (for purposes of determining Qualifying Jobs for Selected Hourly occupational classifications)

5. Did the Average Wage By Class for each of the following occupational classifications equal at least 100% of the Average County Wages?

- Salaried: ____ Yes ____ No
 - If yes, then Total Jobs for Salaried positions (in table above) all count as “Qualifying Jobs”
 Total “Qualifying Jobs” for Salaried classification: _____

6. Did the Average Wage By Class for each of the following occupational classes equal at least 80% of the Average County Wages?

- Selected Hourly: ____ Yes ____ No
 - If yes, then Total Jobs for Selected Hourly (in table above) all count as “Qualifying Jobs”
 - Total “Qualifying Jobs” for Selected Hourly classification: _____

7. Based on the answers above, below is a table reflecting the “Qualifying Jobs” within each of the Salaried and Selected Hourly occupational classifications and the “Total Qualifying Jobs” as of this Test Date:

Occupational Classification	Qualifying Jobs
Salaried	
Selected Hourly	
TOTAL QUALIFYING JOBS	

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Qualifying Job:

1. Name or last 4 digits of Social Security Number or other agreed upon designation.
2. Hire Date.
3. Separation Date.

4. Annual Wage (however, for privacy purposes, all annual wages may be listed in a manner that does not match a specific wage with a particular employee).

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this ___ day of _____, _____.

Signature: _____

Name: _____

Title: _____

504-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 21

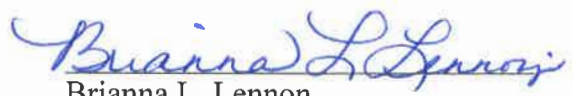
In the County Commission of said county, on the 9th day of December 20 21

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

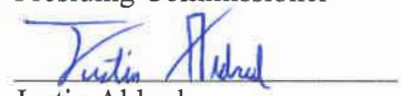
Now on this day, the County Commission of the County of Boone, upon the class action counsel's recommendation in connection with the national opioid litigation, does hereby approve the Janssen and Distributor Settlement Participation Agreements. The terms of the agreements are set out in the attached and the Presiding Commissioner is authorized to execute the same.

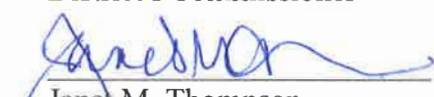
Done this 9th day of December 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Jane M. Thompson
District II Commissioner

Subdivision Distributor Settlement Participation Form

Governmental Entity:	Boone County	State:	Missouri
Authorized Official:	Presiding Commissioner Dan Atwill		
Address 1:	c/o Boone County Counselor		
Address 2:	801 E Walnut Rm 211		
City, State, Zip:	Columbia, MO 65201		
Phone:	573-886-4414		
Email:	cdykhouse@boonecountymmo.org		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Missouri. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
4. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

12. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Missouri (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Missouri, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Daniel K Atwill

Name:

Title:

Presiding Commissioner

Date:

12.9.2021

Subdivision Janssen Settlement Participation Form

Governmental Entity: Boone County	State: Missouri
Authorized Official: Presiding Commissioner Dan Atwill	
Address 1: c/o Boone County Counselor	
Address 2: 801 E Walnut, Rm 211	
City, State, Zip: Columbia, MO 65201	
Phone: 573-886-4414	
Email: cdykhouse@boonecountymo.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Missouri. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
13. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Missouri (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Missouri, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature:



Name:

Daniel K Atwill

Title:

Presiding Commissioner

Date:

12.9.2021

585 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 9th day of December 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 following board reappointment.

Dr Elizabeth Hussey	Board of Health	Reappointment	3 Year Terms	12-1-21 thru 11-30-24
---------------------	-----------------	---------------	--------------	-----------------------

Done this 9th day of December 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 Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BOARD OF HEALTH Term: 3 YR

Current Township: ROCHEPORT Today's Date: 10/10/21

Name: ELIZABETH SUE HUSSEY

Home Address: 655 NORTH ROUTE 0

City: ROCHEPORT Zip Code: 65279

Business Address: 1700 I-70 DRIVE SW (Horton A.H. Central)

City: COLUMBIA Zip Code: 65203

Home Phone: 573 808 6897 Work Phone: 573 445-4466

Fax: 573 445 0197 E-mail: ESHUSSEY@GMAIL.COM

Qualifications: 730 YEARS AS A PRACTICING SMALL ANIMAL VETERINARIAN; SOLE OWNER OF WELL-ESTABLISHED PRIVATE SMALL ANIMAL PRACTICE

CURRENT AND LONG-TIME HOST OF "THE PET PLACE", WEEKLY CALL-IN RADIO PROGRAM ON KERW 1400 AM / FM

VETERINARY ADVISOR TO LOCAL RESCUE ORGANIZATION, BOONE COUNTY ANIMAL CARE

Past Community Service: CURRENT VETERINARY OF BOONE COUNTY VICIOUS DOB ADVISORY BOARD

CURRENT BOARD MEMBER OF UMC LITERARY MAGAZINE, "THE MISSOURI REVIEW"

COLUMBIA DRESSAGE AND COMBINED TRAINING ASSOC- CURRENT NEWSLETTER EDITOR / SECRETARY

PAST PRESIDENT AND BOARD MEMBER OF THE CENTRAL MISSOURI HUMANE SOCIETY

References:

- ① DR. JOHN S. WILLIAMS, DVM (RETIRED) 573-268-0070
- ② MS. DEBBIE MILLER, EXECUTIVE DIRECTOR ENDLESS OPTIONS FAYETTE, MO 314-440-7200
- ③ DR. WEBB ROONEY, DDS PARTNER, MILLER DENTAL ASSOCIATES

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.



Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution