

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Curators of the University of Missouri, on behalf of its Police Department and the Boone County Sheriff's Department to provide appropriately trained personnel and assistance when requested, during the period from July 1, 2011 through June 30, 2012. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of September, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

AGREEMENT

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

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2011 through June 30, 2012;

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

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

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

1. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2011 through June 30, 2012.
2. University will consult with County in planning, scheduling and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Chief Jack Watring or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. University shall compensate County for services rendered pursuant to this agreement at the rate of \$45.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Ave. Columbia, MO 65211 for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.
 - b. County acts as an independent contractor for purposes of this agreement, and shall not act as an agent for the University. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever,

including but not limited to Social Security, Employment Compensation, Workers Compensation or other insurance.

- c. University shall retain overall administrative and professional supervision of individuals rendering services pursuant to this agreement insofar as their presence affects the operations of University.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by UMPD this _____ day of _____, 2011.

Executed by Boone County this _____ day of _____, 2011.

CURATORS OF THE UNIVERSITY OF MISSOURI

By: _____

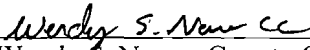
Title: _____

Printed Name: _____


BOONE COUNTY

By:  _____
Ed Robb, Presiding Commissioner

ATTEST:

 _____
Wendy S. Noren, County Clerk

APPROVED - BCSD:

 _____
Dwayne Carey, Boone County Sheriff

APPROVED AS TO LEGAL FORM:

 _____
C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.

Contract poses no financial obligation on the county - Revenue only

June Pitchford by JMB 09/02/2011
June E. Pitchford, Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Creative Payment Solutions and Boone County, Missouri for electronic lockbox services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

August 29, 2011

CJ Dykhouse
County Counselor
Boone County, Missouri
801 E. Walnut, Ste. 211
Columbia, Missouri 65201

Dear CJ:

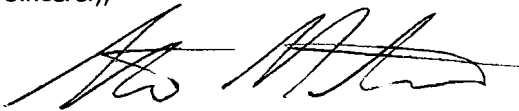
Thank you for your assistance finalizing the Agreement for Electronic Lockbox Services between Creative Payment Solutions and Boone County. I look forward to working with Pat, Brian, and their staff to improve their payment process while expediting the delivery of taxpayers' funds to the County.

Please find enclosed three signed copies of the Agreement and an original insurance certificate naming Boone County as the certificate holder. Upon your receipt of the required signatures, please mail an original back to:

Nancy Owens
Creative Payment Solutions
233 West Nash St.
Wilson, NC 27893

Please call me if you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Matulonis". The signature is fluid and cursive, with a large initial "S" and "M".

Steve Matulonis
President, Apex Treasury
PO Box 5264
Cary, NC 27512
919-376-3873

**CREATIVE PAYMENT SOLUTIONS, INC.
AGREEMENT FOR ELECTRONIC LOCKBOX SERVICES**

This AGREEMENT is made this 8 day of September, 2011 by and between Boone County, Missouri, (the "County", which shall refer specifically to the Boone County Collector of Revenue for all purposes of this Agreement) and Creative Payment Solutions, Inc. ("CPS").

WHEREAS, the Boone County Collector of Revenue desires a reliable method to electronically receive payments made by taxpayers via online banking through the taxpayer's banks; and

WHEREAS, the use of online banking has, in the past, caused numerous issues relating to the timely receipt and recording of tax payments made via that method due to, among other things, the lack of the tax bill remittance advice being included with the generated check and the delay in check and mail processing services that contract with the taxpayer's banks; and

WHEREAS, County is interested in developing the appropriate electronic infrastructure and internal accounting systems to be able to receive online bill payments electronically and better serve the taxpayer; and

WHEREAS, CPS is willing to offer its technical advice in the development of County's IT systems, along with CPS's aggregation services for online bill payments; and

WHEREAS, the parties intend this to be a one-year agreement to allow for the development and deployment of the County's IT infrastructure and electronic accounting systems, and anticipate the aggregation services provided herein by CPS will be the subject of a Request for Proposals in Summer, 2012, which CPS is invited to respond to;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Service. CPS shall, on behalf of County, receive and aggregate electronic payments or remittances owed to the County by third parties ("Electronic Payments") and the related payment detail information respecting the Electronic Payments (the "Payment Detail Information"), and shall transfer daily to County (a) a single payment by Credit Entry (as defined in the ACH Rules) or wire transfer consisting of an amount equal to the aggregate of all Electronic Payments received by CPS on behalf of Client, and (ii) a single data file containing the aggregated Payment Detail Information received by CPS on behalf of County with respect to each Electronic Payments. The services described in the preceding sentence are referred to herein as the "Service." In addition, CPS will provide County with technical advice services to allow County to set up and troubleshoot its internal accounting systems and file transfer protocols for the receipt and accounting of the payments transferred by CPS via ACH.

2. Receipt of Electronic Payments; ACH Rules. The Electronic Payments received by CPS on behalf of County may be received directly from third party bill payment processors ("Bill Payment Processors"), or through the automated clearing house ("ACH") system pursuant to the rules of the National Automated Clearing House Association ("ACH Rules"). With respect to Electronic Payments received through the ACH system, CPS and the County shall comply with and be bound by the ACH Rules as in effect from time to time. County acknowledges that ACH Credit Entries (as defined in the ACH Rules) received by CPS on behalf of County may be subject to reversal by the party originating the ACH Credit and that any payment by CPS to County in respect of any such ACH Credit Entry is therefore provisional until receipt by CPS of final settlement for such ACH Credit Entry. County acknowledges that ACH Credit Entries are provisional and if such final settlement is not received by CPS, then CPS shall, in addition to any other remedies set forth herein, be entitled to a refund from the County of the amount credited.

3. Processing of Electronic Payments; Daily Payment. Except as otherwise provided in this Section, CPS will credit to a demand deposit account maintained by CPS (the "Concentration Account") each Electronic Payment received by it on behalf of County as to which the instructions and information relating to such Electronic Payment delivered or transmitted to CPS by the Bill Payment Processor, Originating Depository Financial Institution or other originator (such instructions and information hereafter collectively referred to as "Receiver Information") indicate that such Electronic Payment is to be credited to the Concentration Account. Except as otherwise provided in this Section, each such Electronic Payment will be credited to the Concentration Account on the later of the payment date/effective entry date specified in the respective Receiver Information, or the date on which such Electronic Payment and the related Receiver Information are received by CPS. Amounts credited by CPS to the Concentration Account on Client's behalf will be paid by ACH Credit Entry or wire transfer to County at the end of each business day (the "Daily Payment").

In no event shall CPS have responsibility to determine whether any Electronic Payment received by it on Client's behalf has been authorized by the Payor (as defined in Section 5), corresponds to the amount specified by the Payor on any authorization, or is equal to an amount then owed to County by such Payor.

4. Daily Report. At the end of each business day, CPS will deliver to County by means of electronic transmission, a report (the "Daily Report") setting forth the Payment Detail Information received by CPS with respect to each Electronic Payment aggregated and delivered to County in the Daily Payment pursuant to Section 3 above. The Daily Payment shall set forth the same Payment Detail Information as received by CPS with respect to each Electronic Payment included in the Daily Payment, provided that the Daily Report shall, at a minimum, include the name of each individual or entity in respect of whom an Electronic Payment was included in the Daily Payment (each such person a "Payor"), and the amount of the payment received. CPS shall compile each Daily Report from the information contained in the Payment Detail Information supplied to CPS by Bill Payment Processors, remitting ODFIs or other originators in connection with Electronic Payments, and CPS shall have no liability or responsibility for any inaccurate, incomplete or non-current information provided in the Daily Report which was obtained from such Payment Detail Information.

County shall promptly review each Daily Report and if it determines that the remitting entity made an error in the amount of any Electronic Payment, Payor's name or other information, County shall promptly notify the remitting entity.

CPS shall have no duty to deliver to any Payor any statement or advice of receipt of payments.

5. Reversals of Electronic Payments. In the event that CPS receives from any Bill Payment Processor, a reversing entry or any other demand or notice to return any Electronic Payments for any reason, CPS will notify Client of such Debit Entry, reversal or return (collectively, "Reversal") and will transmit to Client notice of the Reversal in the Client's Daily Report. Upon CPS's receipt of any Reversal, CPS will set off the amount of such Reversal against funds due Client in the next Daily Payment.

6. Warranties. County hereby represents and warrants to CPS that each Electronic Payment received by CPS on Client's behalf has been authorized by the named Payor thereof, and that at the time of receipt by CPS of any Electronic Payment in respect of a Payor and at the times such Electronic Payment is credited to the Concentration Account and paid to County in the Daily Payment, such authorization has not (a) been revoked or terminated by such Payor or, (b) been terminated as a whole or in part by operation of law. County continually represents and warrants, so long as County uses the Service, that it is neither bankrupt nor insolvent, that it has not made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or similar statute governing creditors' rights generally and does not have a present intent to do so, and that no governmental authority having jurisdiction over it has served a notice of intent to suspend or revoke its operations. County further continually represents and warrants that (a) it is duly qualified, authorized and licensed to do business and to carry out the obligations under this Agreement, and (b) this Agreement does not violate any law, regulation or agreement to which County is a party. County must immediately notify CPS if at any time these representations and warranties are no longer true or will, subject to the passage of time, become untrue. CPS warrants and represents to County that it will comply with the insurance requirements set out in Exhibit "B", which is incorporated herein by

reference. Except to the extent of those required insurance coverages, CPS will not be liable to County for a dollar amount exceeding those amounts remitted by County to CPS for Service.

7. Liability Limitations. County acknowledges and agrees that, due to the automated nature of many aspects of the Service, the large volume of transactions that may occur, and Client's desire to minimize fees associated with the Service, except to the extent of the required insurance coverages set out herein, CPS shall not be liable for any damages or losses of any kind resulting from any unintentional error or omission by CPS in performing the Services in accordance with, or unintentional deviation by CPS from, the terms and conditions of this Agreement or any exhibits, schedules or addenda attached to this Agreement. Further, County acknowledges and agrees that if CPS has failed to perform under this Agreement in accordance with the standards set forth herein, CPS's liability for any damages, losses or other compensation owing to County shall be limited to interest on the funds at issue at the average "federal funds rate" at the Federal Reserve Financial Institution of New York for the period during which such breach of this Agreement remains uncorrected.

To the maximum extent permitted by law, CPS shall not be liable for any loss, damage, liability or claim arising, directly or indirectly, from: (i) any act or failure to act of a Bill Payment Processor or any other third party; (ii) any event or circumstance beyond the reasonable control of CPS, including any fire, earthquake, natural disaster, war, civil unrest, power surge or failure, governmental act, labor dispute, communications or computer network failure, legal constraint, whether or the possibility or likelihood of any such event was known or contemplated by CPS; or (iii) indirect, special or consequential damages, regardless of the form of action and even if CPS is advised of the possibility of such damages.

8. Service Fees. County shall compensate CPS for the Service in accordance with the fee schedule attached hereto as Schedule A. The financial obligations of County as set forth herein are conditioned on there being a sufficient, unencumbered balance appropriated for that purpose.

9. Term; Termination. This Agreement shall be effective as of the date first written above and shall remain in effect through August 31, 2012, unless and until terminated earlier by either party. Either party may terminate this Agreement, effective ninety (90) days after sending written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice to the other party in the event of (i) a material breach of this Agreement by the non-terminating party; or (ii) the non-terminating party's inability to meet its debts as they come due, receivership or voluntary or involuntary bankruptcy or the institution of any proceeding therefore, or any assignment for the benefit of the non-terminating party's creditors, or a determination by the terminating party, in its reasonable discretion, that the financial condition of the non-terminating party has become impaired. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for whatever reason.

10. Amendment. This Agreement, including the attached Schedule and the fee schedules, may be amended by CPS from time to time upon written notice to Client. Any such amendment shall be effective five (5) days after CPS sends such notice to Client. In the event that performance of the Service by CPS would result in a violation of any present or future federal or state law, rule, statute, regulation or policy, this Agreement shall be automatically amended to the extent necessary to comply with such law, rule, statute, regulation or policy, and CPS shall have no liability to County as a result of such amendment.

11. Waiver of Jury Trial. County and CPS hereby knowingly, voluntarily, intentionally and irrevocably waive the right either may have to a trial by jury with respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of or relating to the Service, this Agreement, any exhibit, schedule or addenda attached to this Agreement, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto. This provision is a material inducement for CPS to enter into this Agreement.

12. Notices. All notices to CPS shall be sent to CPS at: 233 West Nash St., Wilson, NC 27893. All notices to County shall be sent to County at: Patricia S. Lensmeyer, Boone County Collector, 801 E. Walnut, Rm. 118,

Columbia, Missouri 65201, or such other address as provided by the Boone County Collector in writing. All notices shall be given by U.S. mail (first class, postage prepaid, addressed as indicated above), by hand delivery or by facsimile transmission providing transmittal receipt. County's fax number for purposes of this Agreement shall be 573-886-4294 or such other number as provided by the Boone County Collector in writing.

13. Telephonic Communications. County consents to the recording of telephone conversations of its personnel in connection with the Service and assumes responsibility for obtaining the consent of, and giving of notice to, such personnel. The decision to record any telephone conversation is solely at CPS's discretion and CPS will have no liability for failing to do so.

14. Entire Agreement. This Agreement, including the attached Schedules and fee schedules from time to time in effect, contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed or waived orally and supersedes any other understanding or agreement with respect to the Service.

15. Assignment. County shall not assign this Agreement or any rights or duties hereunder to any third party without CPS's prior written consent.

16. Confidentiality. Each party represents, warrants and mutually agrees that all information concerning the other party that comes into its possession as a result of this Agreement and that all communications and transactions contemplated hereby shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under this Agreement. CPS may advise potential users of the Service that County has a relationship with CPS. Notwithstanding the foregoing, CPS understands that County is subject to the provisions of Chapter 610, Revised Statutes of Missouri, also known as "the Sunshine Act," and County's ability to maintain confidential records is limited by the applicable provisions of said Act, which County will comply with.

17. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver and will not preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

18. Severability. Any provisions of this Agreement or any addendum, exhibit or schedule to this Agreement, that is deemed invalid or unenforceable in any jurisdiction shall, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the one replaced, and all remaining provisions of this Agreement shall remain in full force and effect.

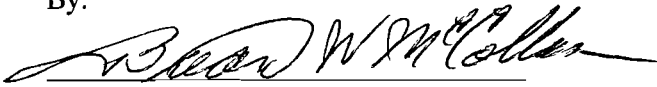
19. Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

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

In witness, the parties to this Electronic Lockbox Agreement hereby acknowledge and agree to be bound by the terms and conditions contained in this Agreement and in all exhibits, schedules and addenda attached and made a part hereof or otherwise referenced herein.

CREATIVE PAYMENT SOLUTIONS, INC.

By:



Signature

Brian McCollum

Print Name

VP, Product Development/Sales

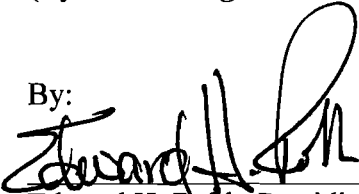
Title

BOONE COUNTY, MISSOURI

BOONE COUNTY

(By and through its County Commission):

By:



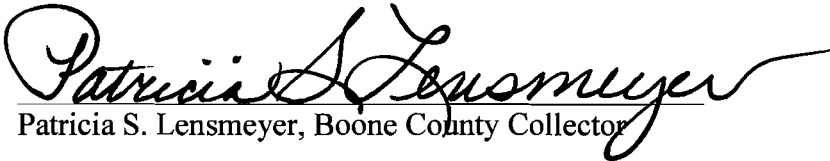
Edward H. Robb, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk

Approved – Boone County Collector of Revenue:



Patricia S. Lensmeyer, Boone County Collector

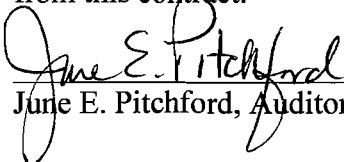
Approved as to legal form:



Charles J. Dykhouse, County Counselor

Auditor 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 said appropriation sufficient to pay the costs arising from this contract.



June E. Pitchford, Auditor by *cey*

8/31/11

Date 1150-71100

SCHEDULE A

Service Fees

County agrees to pay CPS the following service fees:

One time setup fee.....	\$0.00
Monthly maintenance.....	\$0.00
Per transaction received.....	\$0.15
Per swap entered.....	\$0.00
Per return submitted.....	\$0.15
Per reversal received.....	\$0.15

*\$15.00 monthly minimum if the volume of transactions is less than 100.

Exhibit B – Insurance Requirements

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract,

contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve amendment number one to contract 49-27OCT08 between RubinBrown LLP and Boone County, Missouri to add three additional major program audits for the year that ended December 31, 2010. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of September, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner


**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR
FINANCIAL AND COMPLIANCE AUDITING SERVICES**

The Agreement **49-27OCT08** dated February 15, 2009 made by and between Boone County, Missouri and **RubinBrown LLP** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

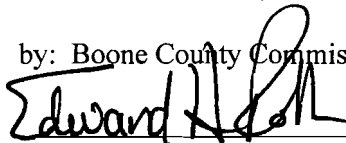
1. **Add** three additional major program audits for the year ended December 31, 2010 at \$2,700.00 per program for an additional \$8,100.00 added to the contract as detailed on the attached RubinBrown letter dated June 29, 2011. The total audit fee for year ended December 31, 2010 increases from \$83,500.00 to \$91,600.00.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

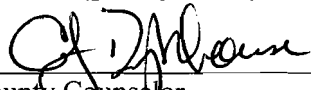
RUBINBROWN LLP

by 
title partner

BOONE COUNTY, MISSOURI

by: Boone County Commission

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u>June Pitchford by JMG</u>	<u>08/31/2011</u>	1190 / 71101 / \$91,600.00
Signature	Date	Appropriation Account



June 29, 2011

Ms. June Pitchford
County Auditor
Boone County, Missouri
801 East Walnut, Room 205
Columbia, Missouri 65201

RECEIVED

JUL 05 2011

BOONE COUNTY AUDITOR

RubinBrown LLP
Certified Public Accountants
& Business Consultants

One North Brentwood
Saint Louis, MO 63105

T 314.290.3300
F 314.290.3400

W rubinbrown.com
E info@rubinbrown.com

Dear June:

Pursuant to our several discussions and a detailed review of the County's final schedule of federal expenditures, we have determined that the County has four major federal programs for the year ended December 31, 2010. In order to comply with the provisions of the A-133 Single Audit Act, these four programs are required to be audited for the year ended December 31, 2010. The programs are as follows:

CFDA #16.588 - U.S. Department of Justice – Violence Against Women Formula Grants

CFDA #16.803 - U.S. Department of Justice – Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG)

CFDA #81.128 - U.S. Department of Energy – Recovery Act - Energy Efficiency and Conservation Block Grant Program (EECBG)

CFDA #93.563 – U.S. Department of Health and Human Services – Child Support Enforcement

Our original proposal for professional services included the audit of one major program only and estimated the additional cost for each additional major program beyond one requiring audit to be \$5,000 each for the 2008 year end.


In 2008 we had 2 programs and decided not to bill anything extra since it was our first year as auditors for the County. For 2009 we had to audit 2 additional programs and we billed an additional \$6,000 in total for that work. Due to economic conditions, a significant discount was given from the \$5,000 per program proposed. For 2010 we have an additional 3 major programs that need to be audited. Our time and effort to audit those additional programs was significant enough for us to request additional fees for the increased work required. Although not complete, we anticipate the additional hours to be approximately 40 hours for each program. In light of current economic conditions, and the excellent preparation by the Auditor's office for the financial audit, and in the interest of being fair to both parties, I would like to propose an additional billing of \$2,700 for each program, which is significantly discounted from our normal discounted rate and less than the estimate of \$5,000 each in our original proposal.

Therefore, we are requesting an amendment to our engagement letter to include the additional time and effort it will require to complete the single audit for 2010 for additional fees of \$8,100.

We appreciate the opportunity to be of continued service to Boone County and believe this letter accurately summarizes the scope of the additional work to be performed.

Sincerely,

RubinBrown LLP


Jeffrey B. Winter, CPA
Partner
BAKER TILLY
INTERNATIONAL

PAYMENT REQUISITION

BOONE COUNTY, MISSOURI

To: County Clerk's Office

Comm Order # _____

09/01/11

10/31/11

REQUEST DATE

VENDOR DUE DATE

13642

RubinBrown LLP

VENDOR NO.

VENDOR NAME

Return to Auditor's Office
Please do not remove staple.

PHONE # _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#49-27OCT08

(Enter Applicable Bid / Sole Source / Emergency Number)

Fund	Department	Account	Invoice Number and Customer Account Number	Amount
	1 1 9 0	7 1 1 0 1	05394.0000 Boone County, MO	8100.00
			FY 2010 Addl Audit programs	
			Total	8100.00


I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.



Prepared By

Approving Official

County Commission Approval



Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri cooperative contract C208026005 – Data and Voice Wireless Devices and Services with Sprint. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 31, 2011
RE: Cooperative Contract: C208026005 – Data and Voice Wireless Devices and Services – Sprint

Purchasing requests permission to utilize the State of Missouri cooperative contract C208026005 to purchase data and voice wireless devices and services from Sprint of Columbia, Missouri.

This agreement will replace the Western States Contracting alliance (WSCA) cooperative agreement 13-00115 that we have currently been using. This is a non-exclusive Term and Supply contract that will be available for our County office and departments.

cc: Purchasing Committee members
Contract File

**PURCHASE AGREEMENT FOR
DATA & VOICE WIRELESS DEVICES AND SERVICES**

THIS AGREEMENT dated the 8 day of September 2011 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sprint Solutions, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of: (i) this Purchase Agreement for **Data & Voice Wireless Devices and Services**; and (ii) the State of Missouri Contract **C208026005**, including any amendments or addenda thereto (collectively, the "State of Missouri Contract"); and (iii) the Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the following order of precedence shall control: (A) this Purchase Agreement; (B) the State of Missouri Contract; and (C) the Work Authorization Certification.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Data & Voice Wireless Devices and Services on an as needed basis in accordance with the Contract Documents. The available discounts under the State of Missouri Contract are as follows:

Discount on Wireless Plans:	25%
Discount on Devices:	39%

3. **Contract Duration** - This agreement shall commence on **July 1, 2011 and extend through December 31, 2012** subject to the provisions for termination specified in the State of Missouri Contract. This Agreement may renew by order of the County for one additional one-year period; provided, however, in the event the State of Missouri Contract expires without further renewal during the term or any renewal term, and Sprint enters into a new contract with the State of Missouri ("New Missouri State Agreement") to replace the State of Missouri Contract, then at Sprint's option, Sprint may require upon not less than thirty (30) days prior written notice ("New State Contract Notice") that that New Missouri State Agreement be substituted for the State of Missouri Contract for the remainder of the term or renewal term of this agreement and the terms and conditions of the New State of Missouri Agreement shall supersede and replace the terms of the State of Missouri Contract as of the effective date of such substitution. In the event that the State of Missouri Contract expires without further renewal during the term or renewal term of this Agreement and Sprint does not enter into a New Missouri State Agreement, then, at Sprint's option, Sprint may require upon not less than thirty (30) days prior written notice, that an alternative agreement ("Alternative Agreement") be substituted for the State of Missouri Contract for the remainder of the term or renewal term of this Agreement and the terms and conditions of the Alternative Agreement shall supersede and replace the terms of the State of Missouri Contract as of the effective date of such substitution. The Alternative Agreement shall be either a cooperative purchasing agreement which MCC is eligible to purchase under or Sprint's standard services contract.

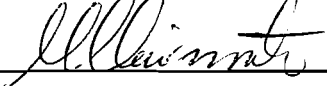
4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Department and billings may only include the prices listed in the State of Missouri Contract. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in

excess of the charges in the State of Missouri Contract. Rates from Vendor do not include applicable local, state, or federal taxes, fees, or surcharges that Vendor may bill County. County is a tax-exempt entity. County will pay any applicable taxes that are not otherwise relieved by its tax-exempt status. Telecommunication related fees and/or surcharges are not affected by County's tax-exempt status, and County will pay such telecommunication-related fees and/or surcharges. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount in accordance with the terms of the State of Missouri Contract; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

SPRINT SOLUTIONS INC.


by: 

Title: MANAGER, CONTRACTS, NEGOTIATIONS

Approved by
Public Sector Legal
as to legal form

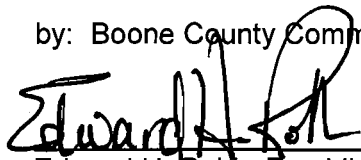
KAC 8-30-11

APPROVED AS TO FORM:


County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission


Edward H. Robb, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

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

County Wide Term and Supply

Signature: Jane Pitchford by JMG

Date: 09/01/2011

Appropriation Account: No encumbrance required

Company ID Number: 48724

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Sprint Nextel Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- 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 presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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 non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

12. 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.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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 procedures or legal requirements. 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 they may determine.

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.

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.

The employer understands that the fact of 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, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Sprint Nextel Corporation

Charles B Cutshall

Manager Service Delivery

Name (Please type or print)

Title

Electronically Signed

08/02/2007

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 48724

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/02/2007

Signature

Date

Company ID Number: 48724

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

Name: **Droste L Diane**
Telephone Number: **(248) 893 - 8145**
E-mail Address: **Diane.Droste@sprint.com**

Fax Number: **(913) 523 - 8817**

Name: **Tasha L Reed**
Telephone Number: **(972) 405 - 1564**
E-mail Address: **tasha.l.reed@sprint.com**

Fax Number:

Name: **Charlie Cutshall**
Telephone Number: **321-280-9786**
E-mail Address: **Charlie.cutshall@sprint.com**

Fax Number:

Company Information

Company Name: Sprint Nextel Corporation

[View / Edit](#)

Company ID Number: 48724

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Physical Location Address 1: 6200 Sprint Parkway

Physical Location Address 2:

Physical Location City: Overland Park

Physical Location State: KS

Physical Location Zip Code: 66251

Physical Location County: JOHNSON

Mailing Address:

Mailing Address Address 1:

Mailing Address Address 2:

Mailing Address City:

Mailing Address State:

Mailing Address Zip Code:

Additional Information:

Employer Identification Number: 480457967

Total Number of Employees: 10,000 and over

Parent Organization:

Administrator: Sprint Nextel Corporation

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 517 - TELECOMMUNICATIONS

[View / Edit](#)

Total Hiring Sites: 2,350

[View / Edit](#)

Total Points of Contact:

2

[View / Edit](#)

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby appoint/ reappoint the following:

Name	Board	Period
Shann Sievers	Industrial Development Authority	Effective: 9/8/2011 Expires: 9/8/2017
J Scott Christianson	Industrial Development Authority	Effective: 9/8/2011 Expires: 9/8/2017

Done this 8th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Ed Robb, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Term: 9/18/11 - 9/18/12
Term: 6 yrs
2012

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Industrial Development Authority Term: 7/8/2011

Current Township: Missouri Today's Date: 7/8/2011

Name: Shann Sievers

Home Address: 3869 Felicity Lane Zip Code: 65203

Business Address: 101 N. Keene street Zip Code: 65201

Home Phone: 573-823-8192 Work Phone: 573-823-8192
Fax: _____ E-mail: ssievers@mem-ins.com

Qualifications: Resident of Boone County. Owner of multiple properties in Boone County,
Tax Payer in Boone County.

Past Community Service: Member- Industrial Development Authority. Executive Board
Member for Missouri Kids First.

References: Roger B. Wilson

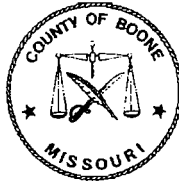
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

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

Rec. Applying

Ed Robb, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Term: 9/18/2011 - 9/18/2017
6 year term

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Industrial Development Authority Term: 7/24/2011

Current Township: Columbia Today's Date: 7/24/2011

Name: J Scott Christianson

Home Address: 300 South Garth Ave Zip Code: 65203

Business Address: _____ Zip Code: _____

Home Phone: 573-442-0803 Work Phone: 573-424-4254
Fax: _____ E-mail: jsc@kalvideo.com

Qualifications: Have served one term on the IDA. I am knowledgeable about the Industrial Development Bonding process and criteria. Have served as the President of the IDA from 2005 to 2010.

Past Community Service: Chair, Internet Citizens Advisory Group, City of Columbia, 2005-2007.; Co-Chair, International Service Committee, Metro Rotary, 2007-Present.; Member, Boone County Citizen's Task Force for Postsecondary Adult and Technical Education and Training, 2008-present.

References: Bernie Andrews (bka@GoColumbiaMO.com); Terry Barnes (barneste@missouri.edu)

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

Re-Applying

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

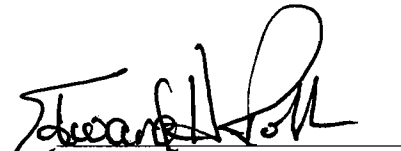
the following, among other proceedings, were had, viz:

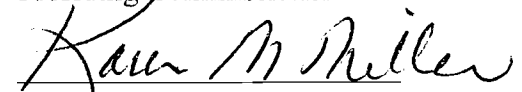
Now on this day the County Commission of the County of Boone does hereby authorize the payment of \$550.00 to Parker Funeral Services for indigent burial cremation services that fall outside the current policy limits approved under Commission order #165-2007 due to extraordinary circumstances.

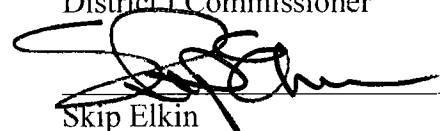
Done this 8th day of September, 2011.

ATTEST:

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


 Edward H. Robb
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 8th day of September 20 11

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 budget revision to cover a liability in the maintenance contract of a copier:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emer/Contingency	221.00	
1190	60050	Non-Departmental	PedNet/ Ikon Bill		221.00

Done this 8th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

INVOICE



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A RICOH COMPANY

Customer No. : 2194813

Invoice No. : 5019610798
Invoice Date: 28-Jul-11
Terms : 10 NET
P O No. :
Contract No. : 2419313
Modifier :-
Federal Id : 23-0334400

1794



ATTN: ACCOUNTS PAYABLE
BOONE COUNTY COMMISSION
705 E WALNUT ST
COLUMBIA MO 65201-4448

For any questions, please call 1-888-456-6457. We appreciate your business.

RECEIVED

*This is a summary of all charges on the invoice.
Please refer to supporting pages for details.*

Ref 47491950 Invoice# 5015256684 Has Been
Credited. The Credit Memo Is 5019611849.

Subtotal :	220.27
Sales Taxes :	0.00
Total Amount Due :	220.27



Document Efficiency
At Work.

A RICOH COMPANY

MAINTENANCE AGREEMENT SUPPORT

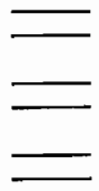
Customer No. : 2194813

BOONE COUNTY COMMISSION
705 E WALNUT ST
COLUMBIA MO 65201-4448

Contract No. : 2419313
Modifier :-

Invoice No. : 5019610798
Invoice Date : 28-Jul-11
PO No. :

Dept/Code	Cost Ctr	Equipment ID/Description	Mfg/Config Serial/Location	Service Offering / Period		Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
				Beg Meter /Date	End Meter /Date						
-	-	10994357									
-	-	CANON, IR3030									
-	-	MUF03579/C10027366									
				Base Charges: 8X5X4 SILVER							
				75,793	80,509	4,716					
				25-Oct-09	19-Oct-10	TOTAL METER	20-Oct-10 to 02-Mar-11		220.27		220.27
							118,356				
				9-8	///	MAIN AREA				0.00	220.27
				BOONE COUNTY COMMISSION							
				705 E WALNUT ST							
				COLUMBIA MO 65201-4448							
										Subtotal: -	220.27
										Total	220.27



2011 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET		AMOUNT USED		REMAINING BUDGET		DESCRIPTION
				BUDGET		USED		BUDGET		
1/1/2011	Original budget			725,000				725,000		Original budget
2/8/2011	Insurance Claim Activi	1195	92400 Replacement Vehicles			(17,917)		707,083		replacement sheriff vehicle totaled in crash
3/31/2011	PA-Administration	1261	92400- Replacement Vehicle			(19,237)		707,083		replace investigator vehicle
5/2/2011	Information Technolo	1170	92302 Replacement Computer Software			(1415)		705,668		Upgrade software with Vision Solutions, part of AS/400 upgrade
5/2/2011	Information Technolo	1170	91302 Computer Software			(390)		705,278		Software for laptop donated to sheriff's dept
5/31/2011	PA Administration	1261	92400 Replacement Vehicle			(23,425)		681,853		replace investigator vehicle
8/17/2011	County Clerk	1131	84400 Public Notes			(422)		681,431		Cover increased cost for publishing additional pages of financials for compliance
8/19/2011	Employee Benefits	1192	71101 Professional Services			(3,000)		678,431		To cover EAP costs through end of 2011
8/30/2011	Non-Departmental	1190	60050 Equipment Service Contract			(221)		678,210		To cover copier expense portion owed by Commission Office for Pednet copier when it was still leased under Commission Office at Lifestyles building
Total				<u>725,000</u>		<u>(46,790)</u>		<u>678,210</u>		

FY 2011
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/8/2011	1195	3945	Insurance claim Activity	Insurance Proceeds	5,875		Establish budget for replacement sheriff vehicle totaled in a crash	
		1123	86800	Emergency & Contingency	Emergency		17,917		
		1195	92400	Insurance claim Activity	Replacement Vehicle	22,792			
2	3/4/2011	1123	86600	Emergency & Contingency	Emergency	19,232		Replace investigator vehicle	Contract not received by vendor in time to get this pricing, will have to re-bid
		1195	92400	PA Administration	Replacement Vehicle				
3	5/2/2011	1123	86800	Emergency & Contingency	Emergency	\$1,415		Cover cost of software upgrade with Vision Solutions which is part of the AS400 Upgrade.	
		1170	92302	Information Technology	Replic Computer Software		\$200		
		2010	91302	Assessment	Computer Software		\$190		
		2010	91301	Assessment	Computer Hardware				
		2010	92302	Assessment	Replic Computer Software	\$390			
4	5/2/2011	1123	86800	Emergency & Contingency	Emergency	390		Cover cost of software need for laptop that was donated to the Sheriff's Dept.	
		1170	91302	Information Technology	Computer Software				
5	5/31/2011	1123	86800	Emergency & Contingency	Emergency	23,425		Replace investigator vehicle	
		1261	92400	PA Administration	Replacement Vehicle				
6	8/17/2011	1123	86800	Emergency & Contingency	Emergency	422		Cover increased cost for publishing additional pages of financials for compliance	
		1131	84400	County Clerk	Public Notices				
7	8/19/2011	1192	71104	Employee Benefits	Administrative Services		500	To cover EAP costs through end of 2011	
		1123	86800	Emergency & Contingency	Emergency		3,000		
		1192	71101	Employee Benefits	Professional Services	3,500			
8	8/30/2011	1123	86800	Emergency & Contingency	Emergency	221		Cover copier expense portion owed by Commission Office for Fednet copier when it was still leased under Commission Office at Lifesyles building	
		1190	60050	Non-Departmental	Equipment Service Contract				

FY 2011
Budget Amendments/Revisions
Non-Departmental (1190)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	4/19/2011	2110	83917	Tax Maintenance	OTO: To General Fund	66,693		Establish budget for the transfer of excess tax maintenance funds to the General Fund	
		1190	3917	Non-Departmental	OTT: From Special Revenue	66,693			
2	8/30/2011	1123	86800	Emergency & Contingenc	Emergency		221	Cover copier expense portion owed by Commission Office for Pednet copier	
		1190	60050	Non-Departmental	Equipment Service Contract	221		when it was still leased under Commission Office at Lifestyles building	