

lowest and best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to Wildlife Command Center for a term from date of approval to 6-21-2021 upon approval by the County Council and County Executive for **up to \$8,000.00 per term, for total amount not to exceed \$8,000.00 for the term**, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,
AS FOLLOWS:

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best vendor(s) bidding for each respective item or service as follows:

BID NAME

On-Call Dead Animal Removal 2020

TERM

date of approval to 6-21-2021

Upon approval by the County Council and County Executive

AMOUNT

Up to \$8,000.00 per term,
for total amount not to exceed \$8,000.00 for the term,
subject to budgetary limitations

AWARDED BIDDER

1 Wildlife Command Center

2 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
3 County Executive to execute the agreement attached hereto and incorporated herein by
4 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the
5 award of the bids and proposals set forth in this Ordinance. The County Executive is
6 further authorized to take any and all actions necessary to carry out the intent of this
7 Ordinance.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins

yes

Council Member District 2, Renee Reuter

yes

Council Member District 3, Phil Hendrickson

yes

Council Member District 4, Charles Groeteke

yes

Council Member District 5, Tracey Perry

yes

Council Member District 6, Daniel Stallman

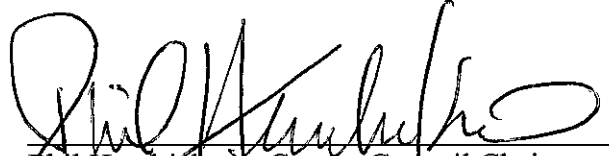
yes

Council Member District 7, James Terry

yes

THE ABOVE BILL ON THIS 22nd DAY OF June, 2020:

✓ **PASSED** **FAILED**


Phil Hendrickson, County Council Chair

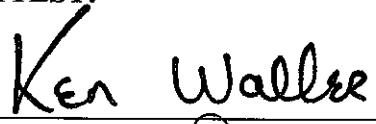

Pat Schlette, Council Executive Assistant

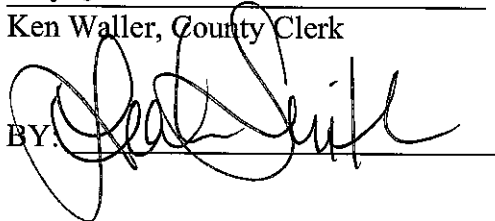
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 23rd DAY OF June, 2020.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF
_____, 2020.


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:


Ken Waller, County Clerk

BY: 

Reading Date: 06-22-2020

ORDINANCE No. <u>20-0307</u>	EXHIBIT <u>A</u>
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PENGAD 800-631-6869

Exhibit ____

**JEFFERSON COUNTY
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT is entered into by Wildlife Command Center
(hereinafter, "Contractor") and the County of Jefferson, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County has a need at various times over the term period for this contract for a contractor to perform technical and/or manual labor services in the maintenance, replacement, and repair of County building features; and

WHEREAS, the County has selected the Contractor to provide those services on an as-needed basis.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the County, the Contractor hereby agrees that it shall faithfully perform the services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) **DEFINITIONS:** The following definitions apply to these terms, as used in this Agreement:

(A) "COUNTY" means the County of Jefferson, Missouri, an agency of state government, which acts by and through its County Council, County Engineer and others in the Public Works Department.

(B) "CONTRACTOR" means the business providing technical or manual labor services to the County as a party to this Agreement.

(C) "CONTRACTOR'S REPRESENTATIVE" means the person or persons designated in writing by the Contractor to represent that business in negotiations, communications, and various other contract administration dealings with the County's staff.

(D) "DELIVERABLES" means all technical services including; designs, drawings, plans or specifications, and manual labor services including; equipment, materials or labor used in association with projects completed under this Agreement, to be delivered to and become the property of the County pursuant to the terms and conditions set out in paragraph (11) of this Agreement.

(E) "ENGINEER" means the County Engineer or any other authorized representative of the County. Where the specific term "County Engineer" is used, it shall mean the County Engineer exclusively.

(F) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(G) "SUBCONTRACTOR" means any individual, partnership, corporation, or joint venture to which the Contractor, with the written consent of the Engineer, subcontracts any part of the technical or labor services under this Agreement but shall not include those entities, which supply only materials or supplies to the Contractor.

(H) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the County either decides to terminate the project or reactivate the services under the conditions then existing.

(I) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Contractor, or the unilateral cancellation of this Agreement by the County.

(J) "SERVICES" includes all technical or labor services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing technical and/or manual labor services, as well as the equipment, material and all other things necessary for plumbing troubleshooting, repair, installation, and/or replacement, from time to time as needed and requested by the County.

(B) Scope and Cost of Requested Services: Each individual request for services shall be covered by a Memorandum of Understanding submitted by the Contractor and endorsed by the County Engineer. The memorandum will define the scope of work to be performed by the Contractor, the time limitations within which the work is to be performed, the specific deliverables required, an estimate of the manhours required to complete the services multiplied by the appropriate hourly rates and state the maximum price for those services. Only those hourly rates included in the version of Exhibit I currently in effect shall be used as the basis of preparing any Memorandum of Understanding. The maximum price or ceiling for any Memorandum of Understanding shall not be exceeded prior to the execution of a supplemental Memorandum of Understanding. The Memorandum of Understanding will also indicate where the Contractor is to forward all deliverables.

(3) TERM OF AGREEMENT: The Contractor's services are to commence upon full execution of this Agreement and terminate one (1) year later; unless otherwise terminated prior to this date pursuant to the provisions of paragraph (10) of this

Agreement. Upon concurrence of all parties, this Agreement may be renewed for an additional one (1) year term.

(4) INFORMATION AND SERVICES PROVIDED BY THE COUNTY:

(A) At no cost to the Contractor and in a timely manner, the County will provide available information of record, which is pertinent to the requested services project to the Contractor upon request. In addition, the County will provide the Contractor with the specific items or services set forth in the Memorandum of Understanding for the particular services requested by the County. The Contractor shall be entitled to rely upon the accuracy and completeness of such information, and the Contractor may use such information in performing services under this Agreement.

(B) The Contractor shall review the information provided by the County concerning the requested services and will as expeditiously as possible advise the Engineer of any of that information which the Contractor believes is inaccurate or inadequate or would otherwise have an effect on any of its activities under this Agreement. In such case, the County shall provide the Contractor with new or verified data or information upon which the Contractor is entitled to rely. The Contractor shall not be liable for any errors, omissions, or deficiencies in the Contractor's services resulting from inaccurate or inadequate information furnished by the County which inaccuracies or inadequacies are not detected by the Contractor unless the errors should have been detected by the Contractor through reasonable diligence.

(5) RESPONSIBILITY OF THE CONTRACTOR:

(A) The Contractor shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding. The Contractor shall provide the services in accordance with the criteria and requirements established and adopted by the County; and if none are expressly established in this Agreement, published manuals and policies of the County which shall be furnished by the County upon request; and, absent the foregoing, manuals and policies established by National Standard in the Industry, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding.

(B) Without limiting the foregoing, the performance of these services will be in accordance with the specific criteria and project procedures as indicated by the information set out in the appropriate Memorandum of Understanding.

(C) The Contractor shall be responsible for the quality, accuracy, and the coordination of all deliverables or any other services furnished under this Agreement. At any time during any subsequent stage of project development or phase of work performed by others based upon any deliverables or other services provided by the Contractor, the Contractor shall prepare any additional deliverables or other services needed to correct any negligent acts, errors, or omissions of the Contractor or anyone for whom it is legally

responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though the Contractor may have received final payment. The Contractor shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Contractor of the responsibility to correct such negligent acts, errors, or omissions.

(D) The Contractor shall cooperate fully with the County and its Engineers, contractors, and contractors on adjacent projects and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer.

(E) In the event any lawsuit or court proceeding of any kind is brought against the County, arising out of or relating to the Contractor's activities or services performed under this Agreement, including any Memorandum of Understanding, or any subsequent stage of project development or phase of work or any project of construction undertaken employing the deliverables provided by the Contractor in performing this Agreement, including any Memorandum of Understanding, the Contractor shall have the affirmative duty to assist the County in preparing the County's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the County by the Contractor will be compensated at an amount or rate negotiated between the County and the Contractor as will be identified in a separate agreement between the County and the Contractor. To the extent the assistance given to the County by the Contractor was necessary for the County to defend claims and liability due to the Contractor's negligent acts, errors, or omissions, the compensation paid by the County to the Contractor will be reimbursed to the County.

(6) NO SOLICITATION WARRANTY: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, County, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, County, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) SUBCONTRACTORS:

(A) The Contractor agrees that except for those businesses and for those services listed in the appropriate Memorandum of Understanding, there shall be no transfer of technical services performed under this Agreement without the written consent of the County. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

(B) Unless waived or modified by the County, the Contractor agrees to require, and shall provide evidence to the County, that those Subcontractors shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontractor agreements, and in not less than the following amounts:

1. Comprehensive General Liability Insurance: The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves 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.

2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;

3. Worker's Compensation Insurance: The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

(C) The subletting of the services will in no way relieve the Contractor of its primary responsibility for the quality and performance of the services to be performed hereunder and the Contractor shall assume full liability for the services performed by its Subcontractors.

(8) COMPENSATION: The following provisions apply with respect to the payment of fees to the Contractor:

(A) Labor Costs, Overhead and Profit: Payment shall be made based on the actual labor hours expended by personnel multiplied by the corresponding hourly rates for the appropriate employee classification indicated in the "Schedule of Hourly Labor Billing Rates", attached as Exhibit I and incorporated herein. These rates include overhead and profit. The schedule is effective for the entire time that this Agreement remains in effect but may be revised within this time period no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. All information requested in the attached Exhibit I shall be provided by the Contractor.

1. Overhead - Direct Labor: Direct labor overhead costs include additions to payroll cost for holidays, sick leave, vacation, group insurance, workers'

compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items. Direct labor overhead is shown on Exhibit I.

2. Overhead - General and Administrative: General and administrative overhead costs include administrative salaries (including non-productive salary of associates and employees), officer services, equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, legal and audit fees, , use of electronic computer for accounting, and other related items. The percentage of direct straight time payroll to be added to salary costs is shown on Exhibit I.

(B) Changes in Hourly Rates: The hourly rates indicated in Exhibit I may be revised no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. The effective date established by the County for any subsequent revisions to Exhibit I should re-establish the beginning date for measuring the aforementioned twelve (12) month period. A new "Schedule of Hourly Labor Billing Rates" must be submitted by the Contractor and approved by the County prior to the inclusion of the revised rates in any subsequent Memorandum of Understanding. The Contractor shall submit all revisions to Exhibit I no later than forty-five (45) days prior to the desired effective date for use of the revised hourly rates. If no revisions are submitted and approved by the County, the billing rates established in the most recently approved Exhibit I will be used as the basis for all subsequent Memorandum of Understandings. Any revisions to the hourly rates included in Exhibit I and approved by the County will in no way change the hourly labor billing rates included in any previously executed Memorandums of Understanding. Any approved revisions to the hourly billing rates will only be applicable to Memorandums of Understanding that are executed beyond the effective date of the revised Exhibit I.

(C) Individual Project Payment Ceiling: Total payment for an individual project carried out under this Agreement shall be limited to the "contract ceiling" stated in the Memorandum of Understanding covering that specific investigation. No work shall be done or costs incurred in excess of this ceiling until the County executes a supplemental Memorandum of Understanding.

(D) Payments: The Contractor may submit an invoice for services, equipment and/or materials rendered to the County not more than once every month or upon completion of the services outlined in the Memorandum of Understanding. Upon receipt of the invoice, the County will, as soon as practicable, pay the Contractor for the services rendered. The County reserves the right to withhold payment, without penalty, to resolve disputes that may arise regarding the number of hours billed, the hourly rates used to develop the invoice, or the performance of services.

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in the Memorandum of Understanding for each request for services. The Contractor and the County will be required to meet this schedule.

(B) The County will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor. The Contractor shall make requests for extensions of time in writing, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

(C) The Contractor and County agree that time is of the essence, and the Contractor and County will be required to meet the schedules in the appropriate Memorandum of Understanding. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, either party shall make no claim for damage. An extension of time shall be the sole allowable compensation for any such delays.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Contractor from performing necessary services at the project site, or in the Contractor's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project or plans by the Contractor;
4. Court proceedings;
5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The County may, without being in breach hereof, suspend or terminate the Contractor's services under this Agreement, or any services included in an active Memorandum of Understanding, for cause or for the convenience of the County, upon giving to the Contractor at least fifteen (15) days' prior written notice of the effective date thereof. The Contractor shall not accelerate performance of services during the fifteen (15) day period without the express written consent of the County.

(B) Should the Agreement be suspended or terminated for the convenience of the County, the County will pay to the Contractor its costs as set forth in paragraph (8) (A), for actual hours expended prior to such suspension or termination multiplied by the hourly rates included in the "Schedule of Hourly Billing Rates", plus reasonable hours incurred by the Contractor in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Contractor's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Contractor shall remain liable to the County for any claims or damages occasioned by any failure, default, error or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Contractor. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Contractor shall not be liable for any errors or omissions contained in deliverables, which are incomplete as a result of a suspension, or termination where the Contractor is deprived of the opportunity to complete the Contractor's services.

(11) OWNERSHIP OF DELIVERABLES:

(A) All services completed in the performance of this Agreement shall be delivered to and become the property of the County upon suspension, abandonment, cancellation, termination, or completion of the Contractor's services under the terms of this Agreement.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the work performed and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Contractor has a claim for payment against the County which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Contractor's receipt of final payment. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Department of Public Works, Jefferson County, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the County.

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the County against the Contractor. Further, any claims of the County against the Contractor under this Agreement are not waived or estopped by the claims procedure in paragraphs 12 (C) and (D).

(13) SUCCESSORS AND ASSIGNS: The County and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) INDEMNIFICATION RESPONSIBILITY:

(A) The Contractor agrees to save harmless the County from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Contractor's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Contractor's employees, agents, and Subcontractors.

(B) The Contractor shall be responsible for the direct damages incurred by the County as result of the negligent acts, errors, or omissions of the Contractor or anyone for whom the Contractor is legally responsible, and for any losses or costs to repair or remedy any subsequent stage of project development, phase of work, or project construction as a result of such negligent acts, errors or omissions; provided, however, the Contractor shall not be liable to the County for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the subsequent stages of project development or the construction of the project.

(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the

completion of subsequent stages of project development or the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the Contractor's services hereunder.

(15) INSURANCE:

(A) The services covered by this Agreement shall include furnishing technical and/or manual labor services, as well as the equipment, material and all other things necessary for the removal and disposal of trees, brush or landscaping features, from time to time as needed and requested by the County.

(B) The Contractor's insurance coverages shall be for not less than the following limits of liability:

1. Comprehensive General Liability Insurance: The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves 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.

2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;

3. Worker's Compensation Insurance: The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

(C) The Contractor shall, upon request at any time, provide the County with certificates of insurance evidencing the Contractor's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(D) Any insurance policy required as specified in paragraph No. (15) should be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri. In addition, any such insurance policy, except for Worker's Compensation, will name the County as

additional insured.

(16) NONDISCRIMINATION CLAUSE: The Contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Contractor shall also comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(17) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jefferson County, Missouri. The parties agree that this Agreement is entered into at Hillsboro, Missouri, and substantial elements of its performance will take place or be delivered at Hillsboro, Missouri, by reason of which the Contractor consents to venue of any action against it in Jefferson County, Missouri. The Contractor shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subcontractors of the Contractor in the performance of this Agreement.

(18) AUDIT OF RECORDS: For purpose of an audit, the Contractor shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the County or its designees and representatives, at the Contractor's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the County has notice of a potential claim against the Contractor and/or the County based on the Contractor's services under this Agreement, the Contractor, upon written request of the County, shall retain and preserve its records until the County has advised the Contractor in writing that the disputed claim is resolved.

(19) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the County or the Contractor at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the County: Notices to the County shall be addressed and delivered to the following Engineer, who is hereby designated by the County as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Contractor hereunder:

Jason Jonas, P.E.
Jefferson County Engineer
Department of Public Works
PO Box 100
Hillsboro, Missouri 63050
Telefax No.: 636-797-5565
Telephone No.: 636-797-5369
Email: JJonas@jeffcomo.org

The County reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the County may now or hereafter deem appropriate. Such substitution or designations shall be made by the County Engineer in a written notice to the Contractor.

(B) Notice to the Contractor: Notices to Contractor shall be addressed and delivered to Contractor's representative, as follows:

Contractor Contact Name, Registrations/Certifications
Contractor Contact Title
Company Name
Company Address
Company Contact Fax Number
Company Contact Phone Number
Company Contact Email Address
Company Website

The Contractor reserves the right to substitute another person for the individual named at any time, and to designate one or more Contractor's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Contractor may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Contractor's president or chief executive officer in a written notice to the County.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations, which govern the performance of this Agreement.

(21) CONFIDENTIALITY: The Contractor agrees that the Contractor's services under this Agreement are a confidential matter between the Contractor and the County. The Contractor shall not disclose any aspect of the Contractor's services under this Agreement to any other person, corporation, governmental entity, or news media,

excepting only to such employees, subcontractors, and agents as may be necessary to allow them to perform services for the Contractor in the furtherance of this Agreement, without the prior approval of the County's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Contractor's services or to any information which (1) is already in the public domain or is already in the Contractor's possession at the time the Contractor performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the County under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the County's Engineer, in advance.

(22) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

(23) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the County and the Contractor.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Contractor under this Agreement or the termination of this Agreement for any reason.

(24) PAYMENT BOND: In the event a subcontractor is used for any services under this Agreement, Contractor shall provide a payment bond under Section 107.170 RSMo., Any payment bond must be acceptable to the County and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Contractor under this Agreement.

Exhibit ____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Contactor the ____ day of _____, 20____.

Executed by the County the ____ day of _____, 20____.

JEFFERSON COUNTY, MISSOURI

BY: Dennis J. Gammon
COUNTY EXECUTIVE

Contractor Company Name

BY: [Signature]
Title: OWNER

(Seal)

ATTEST:

Ken Wallace
County Clerk
[Signature]
Deputy Clerk

ATTEST:

Wildlife Commnd Center
Contractor Company Name
Title: OWNER

APPROVED AS TO FORM:

[Signature]
County Counselor

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy L. Bepko
COUNTY AUDITOR

EXHIBIT 1
CONTRACTOR COMPANY NAME
HOURLY BILLING RATES

[illegible]

* During Normal Business Hours.

[illegible]

Wildlife Command Center

314-399-8272

info@cancatchit.com

4089 Country Club Drive

Imperial, Mo 63052

Owner: Michael E Beran

BID# 20-0041

Dead Animal Removal Services

1. \$64 up to raccoon size, business hours
2. \$148 above size of raccoon, business hours
3. \$128 up to raccoon size, after hours
4. \$224 above size of raccoon, after hours

Wildlife Command Center has 9 years of experience removing dead animals in industrial and commercial environments.

The company is based in Jefferson County and is set up to operate within the county guidelines.

Wildlife Command Center has 17 wildlife technicians and 7 service vehicles to provide excellent coverage for dead animal removals.

The company utilizes freezers for storage of dead animals and has a working relationship with American Eagle Waste to dispose of carcasses properly.

Wildlife Command Center currently operates under normal business hours 7 days a week 7am to 7pm

Michael E Beran

05/25/2020





BERAN-1

OP ID: AWM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2020

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 Christian-Baker Company P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace	717-761-4712	CONTACT NAME: James D. Pace PHONE (A/C, No, Ext): 717-761-4712 FAX (A/C, No): 717-761-5810 E-MAIL ADDRESS: jimp@christianbakerco.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Companies		10677
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Michael Beran
Beran Support Services LLC
DBA Wildlife Command Center &
Pest Command Center
4089 Country Club Dr
Imperial, MO 63052

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVR	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"/> Herb/Pest Endt GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RPG0000004	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Limited Pollution			RPG0000004	07/01/2019	07/01/2020	Limit 100,000

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

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Public Works
725 Maple Street
Hillsboro, MO 63050

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Beran Support Services, LLC		
2 Business name/disregarded entity name, if different from above Wildlife Command Center		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) <u></u>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u></u> Exemption from FATCA reporting code (if any) <u></u> (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 4089 County Club Dr.	Requester's name and address (optional)	
6 City, state, and ZIP code Imperial, MO 63052		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	1	7	6	2	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <u>01/01/2019</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



2017 REAL ESTATE
COUNTY OF JEFFERSON

JEFFERSON COUNTY, MISSOURI

PAID

--- 2017 REAL ESTATE ---
VARA SECT Q BLK PARCEL EXT
-8.0-33.0-0-000-014.01

COUNTRY CLUB MANOR 1 BDRY /
JT B1

RES TWN 43 RNG 5
DOCUMENT # 2008P-000001

BERAN, MICHAEL E & BONNIE B
39 COUNTRY CLUB DR
IMPERIAL, MO 63052

VALUE
0 RESI
0 AGRI
49,600 COMM
49,600 TOTL
TAX RT 0.000000
BOOK 250
PAGE 017

TAX DISTRICT

	TAX
COUNTY TAX	3.82
FOX SCHOOL	2,261.21
HEALTH UNIT TAX	53.52
JC DEV DISABILITIES	45.38
JEFFERSON COLLEGE	164.47
LIBRARY / C1 & C6	138.88
MENTAL HEALTH TAX	45.38
MERCHANT SUR TAX	119.04
PARK TAX	13.54
ROAD & BRIDGE TAX	119.78
ROCK AMBULANCE	100.34
SALINE VALLEY FIRE	778.47
STATE TAX	14.88

TOTAL TAXES 3,858.71

TOTAL PAID 3,858.71

AMOUNT
\$14.88
\$3.82
\$53.52
\$100.34
\$164.47
\$2,261.21
\$778.47
\$45.38
\$13.54
\$119.04
\$45.38
\$138.88
\$119.78
3,858.71
0.00
0.00
0.00
3,858.71

** DATE PAID 12/12/2017 **

EMENT
ORDS
mber, the

ese
35.

receipt
tact

T.

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

ue
1/2017
3,858.71

BERAN, MICHAEL E & BONNIE B
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

MAKE CHECKS
PAYABLE TO:

BETH MAHN DEPT OF THE
COUNTY COLLECTOR
PO BOX 100
729 MAPLE STREET
HILLSBORO, MO 63050

If delinquent taxes are due,
the oldest year must be paid
first. If not paying in a month
specified please call for a
corrected amount.

JAN	4,290.11	TOTAL DUE \$ 3,858.71
FEB	4,374.24	
MAR	4,469.25	
APR	4,553.38	
MAY	4,637.49	
JUN	4,721.62	
JUL	4,805.73	
AUG	4,889.85	
SEP	4,973.98	
OCT	4,973.98	
NOV	4,973.98	
DEC	4,973.98	

JEFFERSON COUNTY TAX RECEIPT
2017 PERSONAL PROPERTY

12/12/2018 1:14 PM

ACCOUNT #: 597596

RECEIPT#: 2018077144

TOTAL VALUATION: 12,860

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

BERAN, MICHAEL E & BONNIE M
6 OZARK LN
ARNOLD, MO 63010

PROPERTY DESCRIPTION

030528	5KTWS14147F217999	2007 BOAT TRL14FT TRAILER 14FT	1	50
438122	1FTYR14UX4PA45746	2004 FORD TRUCK RANGER-V6 SUPERCAB	1	1,230
309877	1C4NJDEB8GD598362	2016 JEEP COMPASS-4 CYL. UTILITY 4D HIG	1	6,650
515341	3GCRCSEA3AG204686	2010 CHEVROLET TRUCK SILVERADO 1500-	1	4,930
Total Value:				12,860

TAX DISTRICT

COUNTY TAX	0.99
FOX SCHOOL	586.26
HEALTH UNIT TAX	13.88
JC DEV DISABILITIES	11.77
JEFFERSON COLLEGE	42.64
LIBRARY / C1 & C6	36.01
MENTAL HEALTH TAX	11.77
PARK TAX	3.51
ROAD & BRIDGE TAX	31.06
ROCK AMBULANCE	26.02
SALINE VALLEY FIRE	201.84
STATE TAX	3.86

TOTAL TAXES 969.61

PENALTY/FEE

PENALTY FEES	42.00
PENALTY INTEREST PAID	71.19
Personal Property Filing Penalty Paid	100.00

TOTAL PENALTY/FEES 213.19

TOTAL PAID 1,182.80

PAID

Validated By

Beth Mahn, Jefferson County Collector
Kristy Apprill, Jefferson County Auditor

DATE: 12/12/2018 STATEMENT TOTAL: 1,182.80 TOTAL PAID: 1,182.80 RECEIPT#: 2018077144

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2017 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 597596

BERAN, MICHAEL E & BONNIE M
6 OZARK LN
ARNOLD, MO 63010

Has Paid Personal Taxes For The Year 2017 On The
Following Vehicles Described Below:

2004 FORD TRUCK RANGER-V6 SUPERCAB 2016 JEEP COMPASS-4 CYL. UTILITY
2010 CHEVROLET TRUCK SILVERADO 1500 2007 BOAT TRL14FT TRAILER 14FT

JEFFERSON COUNTY, MISSOURI

PAID

ERTY
RSON

DOCT # 597615

VALUE 4,900

EX RT 7.539700

ERAN SUPPORT SVC LLC

3A: WILDLIFE COMMAND CENTER

189 COUNTRY CLUB DR

PERIAL. MO 63052

2017 PERSONAL PROPERTY

TAX DISTRICT

TAX

COUNTY TAX	0.38
FOX SCHCOL	223.39
HEALTH UNIT TAX	5.29
JC DEV DISABILITIES	4.48
JEFFERSON COLLEGE	16.25
LIBRARY / C1 & C6	13.72
MENTAL HEALTH TAX	4.48
PARK TAX	1.34
ROAD & BRIDGE TAX	11.83
ROCK AMBULANCE	9.91
SALINE VALLEY FIRE	76.91
STATE TAX	1.47

TOTAL TAXES 369.45

PENALTY/FEE

PEN/FEE

Personal Property Filing Penalty Paid	50.00
TOTAL PENALTY/FEES	50.00

TOTAL PAID 419.45

AMOUNT

\$1.47
\$0.38
\$5.29
\$9.91
\$16.25
\$223.39
\$76.91
\$4.48
\$1.34
\$4.48
\$13.72
\$11.83

369.45
50.00
419.45
0.00
0.00
0.00

419.45

ENT
DS

or, the

Z - Business Value

1 4,900
Total Value: 4,900

Z - Business Value 1 4,900
Total Value: 4,900

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

7
419.45

ERAN SUPPORT SVC LLC
3A: WILDLIFE COMMAND CENTER
189 COUNTRY CLUB DR
PERIAL, MO 63052

CHANGE OF ADDRESS

BILL IF IN 2018

JAN	466.35
FEB	475.49
MAR	484.64
APR	493.78
MAY	502.93
JUN	512.06
JUL	521.21
AUG	530.35
SEP	539.50
OCT	539.50
NOV	539.50
DEC	539.50

TOTAL DUE \$ 419.45

**MAKE CHECKS
PAYABLE TO:**

BETH MAHN DEPT OF THE
COUNTY COLLECTOR
PO BOX 100
729 MAPLE STREET
HILLSBORO, MO 63050

If delinquent taxes are due,
the oldest year must be paid
first. If not paying in a month
specified please call for a
corrected amount.

JEFFERSON COUNTY, MISSOURI

PAID

----- 2018 REAL ESTATE -----

TW ARA SECT Q BLK PARCEL EXT

02-8.0-33.0-0-000-014.01

COUNTRY CLUB MANOR 1 BDRY /
LOT B1

ACRES TWN 43 RNG 5

DOCUMENT # 2008P-000001

BERAN, MICHAEL E & BONNIE B

4089 COUNTRY CLUB DR

IMPERIAL, MO 63052

VALUE

0 RESI

0 AGRI

49,600 COMM

49,600 TOTL

TAX RT 7.775700

BOOK 250

PAGE 017

2018 REAL ESTATE

TAX DISTRICT

TAX

FOX SCHOOL	2,245.49
HEALTH UNIT TAX	53.52
JC DEV DISABILITIES	45.38
JEFFERSON COLLEGE	164.47
LIBRARY / C1 & C6	138.88
MENTAL HEALTH TAX	45.38
MERCHANT SUR TAX	119.04
PARK TAX	13.54
ROAD & BRIDGE TAX	118.30
ROCK AMBULANCE	64.83
SALINE VALLEY FIRE	778.47
SHERIFF DEPARTMENT	173.60
STATE TAX	14.88

TOTAL TAXES 3,975.78

TOTAL PAID 3,975.78

** DATE PAID 12/07/2018 **

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

JEFFERSON COUNTY TAX RECEIPT
2018 PERSONAL PROPERTY

6/1/2020 11:39 AM

ACCOUNT #: 597615

RECEIPT#: 2019139123

TOTAL VALUATION: 13,430

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

BERAN SUPPORT SVC LLC
DBA: WILDLIFE COMMAND CENTER
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

PROPERTY DESCRIPTION

821648	1GTN1TEC4FZ905305	2015 GMC LIGHT DUTY SIERRA 1500 REGUL	1	4,900
191501	1N6BA06E18N302272	2008 NISSAN TITAN KING CAB-V8 KING CAB	1	2,570
515060	2GCEC19T521197867	2002 CHEVROLET TRUCK SILVERADO 1500	1	1,060
000000		Z - Business Value	1	4,900
Total Value:				13,430

TAX DISTRICT

FOX SCHOOL	608.01
HEALTH UNIT TAX	14.49
JC DEV DISABILITIES	12.29
JEFFERSON COLLEGE	44.53
LIBRARY / C1 & C6	37.60
MENTAL HEALTH TAX	12.29
PARK TAX	3.67
ROAD & BRIDGE TAX	32.03
ROCK AMBULANCE	17.55
SALINE VALLEY FIRE	210.78
STATE TAX	4.03

TOTAL TAXES 997.27

PENALTY/FEE

PENALTY FEES	103.45
PENALTY INTEREST PAID	152.21

TOTAL PENALTY/FEES 255.66

TOTAL PAID 1,252.93

PAID

Validated By

BETH MAHN, Jefferson County Collector

Kristy Apprill, Jefferson County Auditor

DATE: 06/01/2020 STATEMENT TOTAL: 1,252.93 TOTAL PAID: 1,252.93 RECEIPT#: 2019139123

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2018 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 597615

BERAN SUPPORT SVC LLC
DBA: WILDLIFE COMMAND CENTER
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

Has Paid Personal Taxes For The Year 2018 On The
Following Vehicles Described Below:

2015 GMC LIGHT DUTY SIERRA 1500 REG 2008 NISSAN TITAN KING CAB-V8 KIN
2002 CHEVROLET TRUCK SILVERADO 15C

JEFFERSON COUNTY TAX RECEIPT
2018 PERSONAL PROPERTY

12/12/2018 1:14 PM

ACCOUNT #: 597596

RECEIPT#: 2018077144

TOTAL VALUATION: 12,220

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

BERAN, MICHAEL E
6 OZARK LN
ARNOLD, MO 63010

TAX DISTRICT

TAX

FOX SCHOOL	553.22
HEALTH UNIT TAX	13.19
JC DEV DISABILITIES	11.18
JEFFERSON COLLEGE	40.52
LIBRARY / C1 & C6	34.22
MENTAL HEALTH TAX	11.18
PARK TAX	3.34
ROAD & BRIDGE TAX	29.14
ROCK AMBULANCE	15.97
SALINE VALLEY FIRE	191.79
STATE TAX	3.67

TOTAL TAXES 907.42

TOTAL PAID 907.42

PROPERTY DESCRIPTION

447954	YAMA2850A717	2017 YAMAHA 10FT 10FT	1	1,570
030528	5KTWS14147F217999	2007 BOAT TRL14FT TRAILER 14FT	1	40
438122	1FTYR14UX4PA45746	2004 FORD TRUCK RANGER-V6 SUPERCAB	1	1,080
309677	1C4NJDEB8GD598362	2016 JEEP COMPASS-4 CYL. UTILITY 4D HIG	1	5,080
515341	3GCRCEA3AG204586	2010 CHEVROLET TRUCK SILVERADO 1500	1	4,440
Total Value:				12,220

PAID

Validated By

Beth Mahn, Jefferson County Collector
Kristy Apprill, Jefferson County Auditor

DATE: 12/12/2018 STATEMENT TOTAL: 907.42 TOTAL PAID: 907.42 RECEIPT#: 2018077144

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

**2018 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 597596**

BERAN, MICHAEL E
6 OZARK LN
ARNOLD, MO 63010

**Has Paid Personal Taxes For The Year 2018 On The
Following Vehicles Described Below:**

2004 FORD TRUCK RANGER-V6 SUPERCAB 2016 JEEP COMPASS-4 CYL. UTILITY
2017 YAMAHA 10FT 10FT 2010 CHEVROLET TRUCK SILVERADO
2007 BOAT TRL14FT TRAILER 14FT

JEFFERSON COUNTY TAX RECEIPT
2018 REAL ESTATE

1/30/2019 3:23 PM

PARCEL NUMBER: 02-9.0-29.0-4-004-015.

RECEIPT#: 2018151430

TOTAL VALUATION: 13,600
ACRES 0.00

BERAN, MICHAEL E
6 OZARK LN
ARNOLD, MO 63010

PROPERTY DESCRIPTION

COUNTRY CLUB MANOR 3
LOT 78

SITUS: 3820 RED BUD DR

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

<u>TAX DISTRICT</u>	<u>TAX</u>
FOX SCHOOL	615.70
HEALTH UNIT TAX	14.67
JC DEV DISABILITIES	12.44
JEFFERSON COLLEGE	45.10
LIBRARY / C1 & C6	38.08
MENTAL HEALTH TAX	12.44
PARK TAX	3.71
ROAD & BRIDGE TAX	32.44
ROCK AMBULANCE	17.78
SALINE VALLEY FIRE	213.45
SHERIFF DEPARTMENT	47.60
STATE TAX	4.08
TOTAL TAXES	1,057.49

<u>PENALTY/FEE</u>	<u>PEN/FEE</u>
PENALTY FEES	97.08
PENALTY INTEREST PAID	21.15
TOTAL PENALTY/FEES	118.23
TOTAL PAID	1,175.72

PAID

Validated By

BETH MAHN, Jefferson County Collector

Kristy Apprill, Jefferson County Auditor

DATE: 01/30/2019 STATEMENT TOTAL: 1,175.72 TOTAL PAID: 1,175.72 RECEIPT#: 2018151430

REAL ESTATE TAX RECEIPTS CANNOT BE USED
TO LICENSE VEHICLES

JEFFERSON COUNTY TAX RECEIPT
2019 REAL ESTATE

2/3/2020 2:10 PM

PARCEL NUMBER: 02-9.0-29.0-4-004-015.

RECEIPT#: 2019119182

TOTAL VALUATION: 13,600
ACRES 0.00

BERAN, MICHAEL E
6 OZARK LN
ARNOLD, MO 63010

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

PROPERTY DESCRIPTION

COUNTRY CLUB MANOR 3
LOT 78

SITUS: 3820 RED BUD DR

TAX DISTRICT	TAX
COUNTY TAX	0.61
FOX SCHOOL	613.40
HEALTH UNIT TAX	14.59
JC DEV DISABILITIES	12.38
JEFFERSON COLLEGE	44.85
LIBRARY / C1 & C6	37.71
MENTAL HEALTH TAX	12.38
PARK TAX	3.70
ROAD & BRIDGE TAX	32.69
ROCK AMBULANCE	29.21
SALINE VALLEY FIRE	207.60
SHERIFF DEPARTMENT	47.60
STATE TAX	4.08
TOTAL TAXES	1,060.80

PENALTY/FEE	PEN/FEE
PENALTY FEES	97.38
PENALTY INTEREST PAID	21.22
TOTAL PENALTY/FEES	118.60
TOTAL PAID	1,179.40

PAID

Validated By

BETH MAHN, Jefferson County Collector

Kristy Apprill, Jefferson County Auditor

DATE: 01/31/2020 STATEMENT TOTAL: 1,179.40 TOTAL PAID: 1,179.40 RECEIPT#: 2019119182

REAL ESTATE TAX RECEIPTS CANNOT BE USED
TO LICENSE VEHICLES

JEFFERSON COUNTY TAX RECEIPT
2019 PERSONAL PROPERTY

2/13/2020 12:17 PM

ACCOUNT #: 597615

RECEIPT#: 2019121398

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcomo.org

TOTAL VALUATION: 24,810

BERAN SUPPORT SVC LLC & MICHAEL BERAN
DBA: WILDLIFE COMMAND CENTER
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

PROPERTY DESCRIPTION

999999	NM0LS6F73E1137723	2014 FORD TRANSIT CONNECT CARGO XL	1	2,670
191501	1N6DA09E16N302272	2008 NISSAN TITAN KING CAB-V8 KING CAB	1	2,150
821648	1GTN1TEC4FZ905305	2015 GMC LIGHT DUTY SIERRA 1500 REGUL	1	4,280
515829	1GCUKREC7JF202299	2018 CHEVROLET TRUCK SILVERADO 1500	1	10,580
		Z - Business Value	1	5,130
Total Value:				24,810

TAX DISTRICT

TAX DISTRICT	TAX
COUNTY TAX	1.12
FOX SCHOOL	1,119.01
HEALTH UNIT TAX	26.62
JC DEV DISABILITIES	22.58
JEFFERSON COLLEGE	81.82
LIBRARY / C1 & C6	68.80
MENTAL HEALTH TAX	22.58
PARK TAX	6.75
ROAD & BRIDGE TAX	59.64
ROCK AMBULANCE	53.29
SALINE VALLEY FIRE	378.72
STATE TAX	7.44
TOTAL TAXES	1,848.37

PENALTY/FEE

PENALTY/FEE	PEN/FEE
PENALTY FEES	173.01
PENALTY INTEREST PAID	73.93
TOTAL PENALTY/FEES	246.94
TOTAL PAID	2,095.31

PAID

Validated By

BETH MAHN, Jefferson County Collector

Kristy Apprill, Jefferson County Auditor

DATE: 02/13/2020 STATEMENT TOTAL: 2,095.31 TOTAL PAID: 2,095.31 RECEIPT#: 2019121398

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2019 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 597615

BERAN SUPPORT SVC LLC & MICHAEL BERAN
DBA: WILDLIFE COMMAND CENTER
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

Has Paid Personal Taxes For The Year 2019 On The
Following Vehicles Described Below:

2008 NISSAN TITAN KING CAB-V8 KING CA 2015 GMC LIGHT DUTY SIERRA 1500
2018 CHEVROLET TRUCK SILVERADO 15C 2014 FORD TRANSIT CONNECT CAR

JEFFERSON COUNTY TAX RECEIPT

2019 PERSONAL PROPERTY

BETH MAHN, COLLECTOR

729 MAPLE ST, STE 36

HILLSBORO, MO 63060

PHONE: (636) 797-5406

Email: bmahn@jeffco.mo.org

TAX

COUNTY TAX

FOX SCHOOL

HEALTH UNIT TAX

JC DEV DISABILITIES

JEFFERSON COLLEGE

LIBRARY / C1 & C6

MENTAL HEALTH TAX

PARK TAX

ROAD & BRIDGE TAX

ROCK AMBULANCE

SALINE VALLEY FIRE

STATE TAX

TOTAL TAXES

PEN/FEE

PENALTY/FEE

PENALTY FEES

PENALTY INTEREST PAID

TOTAL PENALTY/FEES

TOTAL PAID

ACCOUNT #: 597596

RECEIPT#: 2019121399

TOTAL VALUATION:

6,970

PROPERTY DESCRIPTION

447954	YAMA2850A717	2017 YAMAHA 10FT 10FT	1	1,500
030528	SKTWS1414147F217999	2007 BOAT TR14FT TRAILER 14FT	1	40
438122	1FTYR14UX4PA45746	2004 FORD TRUCK RANGER-V6 SUPERCAB	1	880
309677	1C4NJDEB88GD598362	2016 JEEP COMPASS-4 CYL. UTILITY 4D HIC	1	4,550
Total Value:				6,970

BERAN, MICHAEL E & BONNIE M
6 OZARK LN
ARNOLD, MO 63010

DATE: 02/13/2020 STATEMENT TOTAL: 588.64 TOTAL PAID: 588.64 RECEIPT#: 2019121399

Validated By
BETH MAHN, Jefferson County Collector
Kristy Apprill, Jefferson County Auditor

PAID

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2019 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 597596

BERAN, MICHAEL E & BONNIE M

6 OZARK LN
ARNOLD, MO 63010

Has Paid Personal Taxes For The Year 2019 On The

Following Vehicles Described Below:

2004 FORD TRUCK RANGER-V6 SUPERCAB 4 CYL. UTILITY
2017 YAMAHA 10FT 10FT
2007 BOAT TR14FT TRAILER 14FT

JEFFERSON COUNTY TAX RECEIPT
2019 PERSONAL PROPERTY

BETH MAHN, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

PHONE: (636) 797-5406

Email: bmahn@jeffcommo.org

ACCOUNT #: 597615

RECEIPT#: 2019139123

TOTAL VALUATION:

25,640

TAX DISTRICT	TAX
COUNTY TAX	1.15
FOX SCHOOL	1,158.47
HEALTH UNIT TAX	27.51
JC DEV DISABILITIES	23.33
JEFFERSON COLLEGE	84.56
LIBRARY / C1 & C6	71.10
MENTAL HEALTH TAX	23.33
PARK TAX	6.97
ROAD & BRIDGE TAX	61.64
ROCK AMBULANCE	55.07
SALINE VALLEY FIRE	391.39
STATE TAX	7.59
TOTAL TAXES	1,910.21
PENALTY/FEE	PEN/FEE
PENALTY FEES	179.24
PENALTY INTEREST PAID	81.35
TOTAL PENALTY/FEES	260.59
TOTAL PAID	2,170.80

BERAN SUPPORT SVC LLC & MICHAEL BERAN
DBA: WILDLIFE COMMAND CENTER
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

PROPERTY DESCRIPTION

989999	NMOL58F73E1137723	2014 FORD TRANSIT CONNECT CARGO XL	1	2,670
191501	1N6BA06E18N302272	2008 NISSAN TITAN KING CAB-V8 KING CAB	1	2,150
821648	1GTM1TEC4FZ905306	2015 GMC LIGHT DUTY SIERRA 1500 REGUL	1	4,280
515829	1GCUKREC7JF202289	2018 CHEVROLET TRUCK SILVERADO 1500	1	10,580
515080	2GCCEC19T521197867	2002 CHEVROLET TRUCK SILVERADO 1500	1	930
000000		Z - Business Value	1	5,130
Total Value:				25,640

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2019 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 597615

BERAN SUPPORT SVC LLC & MICHAEL BERAN
DBA: WILDLIFE COMMAND CENTER
4089 COUNTRY CLUB DR
IMPERIAL, MO 63052

Has Paid Personal Taxes For The Year 2019 On The
Following Vehicles Described Below:

2008 NISSAN TITAN KING CAB-V8 KING C/ 2015 GMC LIGHT DUTY SIERRA 1500
2018 CHEVROLET TRUCK SILVERADO 1500
2002 CHEVROLET TRUCK SILVERADO 1500

Validated By
BETH MAHN, Jefferson County Collector
Kirsty Apprill, Jefferson County Auditor

DATE: 06/01/2020 STATEMENT TOTAL: 2,170.80 TOTAL PAID: 2,170.80 RECEIPT#: 2019139123

PAID

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Beran Support Services LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which 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 E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

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). 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 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 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@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 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 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 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.

B. RESPONSIBILITIES OF THE EMPLOYER

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. 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. 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 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.

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 4 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. § 274a.1(l)) 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 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 at E-Verify@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. § 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.

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.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information 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 the 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. § 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 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. DHS 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

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. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation 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 (through the E-Verify Employer Agent) 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 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 (through the E-Verify Employer Agent) 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 or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent 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 E-Verify Employer Agent 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 its 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 E-Verify Employer Agent'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 E-Verify Employer Agent or the Employer, or a failure on the part of either party 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 E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent 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 E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

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 E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent 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 E-Verify Employer Agent 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 E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, 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 and the E-Verify Employer Agent.

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



Company ID Number: 1556251

Approved by:

E-Verify Employer Agent Employer Beran Support Services LLC	
Name (Please Type or Print) Michael E Beran	Title
Signature Electronically Signed	Date 06/16/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2020

Company ID Number: 1556251

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Beran Support Services LLC
Company Facility Address	4089 Country Club Dr. Imperial, MO 63052
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	271762337
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 1556251

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

MISSOURI

1 site(s)



Company ID Number: 1556251

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

Name Michael E Beran
Phone Number (314) 399 - 8272
Fax Number
Email Address beran.michael@gmail.com



Company ID Number: 1556251

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