

Master Services Agreement

This agreement ("Master Services Agreement") is entered into as of the last date signed by the parties (the "Effective Date") between Aegis Digitalis, a United States corporation with its principal place of business in the state of Utah ("Service Provider") and the City of Republic, Missouri, whose address is 4221 S. Wilson's Creek Boulevard, Republic, Missouri 65738 ("Client"), collectively referred to as the "Parties."

1 Services

Unless otherwise agreed to in separate documents detailing specific projects ("Statements of Work"), a Retainer Agreement, or a Service Contract, Service Provider shall offer Client technical consulting and software development services on an ad-hoc and best effort basis according to the terms provided below.

2 Scope of Engagement

Notwithstanding a Statement of Work, Parties agree the terms of this Master Services Agreement apply to work that is authorized via the consent of Parties expressed verbally or via written communication such as email.

2.1 Termination

Notwithstanding a Statement of Work, this agreement will remain in effect until either Client or Service Provider provides written notice that the engagement is completed. Parties agree that termination of the Master Services Agreement may be for any reason.

3 Billing

3.1 Process

Excepting the billing schedule specified in the *Statements of Work* section, Parties agree to the following billing process:

1. Service Provider will submit a written invoice to Client by the 5th (fifth) day of every month or the next business day, which ever is later, detailing the hours worked during the billing period and the rate applicable for each batch of hours.
2. Service Provider will submit the invoice to the specified accounts payable contact for Client:
 1. Name:
 2. Email address:
 3. Physical mailing address:

3. Client shall pay invoices
 1. within 15 Business Days after receiving each invoice, and
 2. in immediately available funds, and
 3. via physical check as defined in the Uniform Commercial Code § 3-104, and
 4. made payable to and mailed to the details specified in said invoice.

3.2 Taxes

Payment amounts under this agreement do not include taxes and Service Provider shall pay all taxes applicable to payments made by Client to Service Provider under this agreement.

3.3 Interest on Late Payments

Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% (one percent) per month or the maximum allowed by Law, whichever is less.

4 Statement of Work

Service provider shall continue to develop and improve the Niche2PAMS software product for the duration of 1 (one) year in order to

1. support said software product in the case of unexpected or unknown problems, and
2. increase the fault tolerance of said software product, and
3. implement a ticket retry expiration feature, and
4. address other unexpected requirements and features as Parties agree to.

As well the following shall apply:

1. **Inspection Period** At Client's option, Client will have 10 Business Days to inspect and test the Work performed to ensure it meets Client's expectations (the "Inspection Period").
2. **Acceptance** If in Client's opinion the work meets the acceptance criteria, Client shall accept the Work and notify Service Provider that it is accepting the work.
3. **Deemed Acceptance** Customer will be deemed to have accepted the Work if
 1. Customer fails to notify Service Provider on or before the expiration of the Inspection Period, or
 2. if during the Inspection Period, Customer uses or attempts to use the software beyond what is necessary for inspection and testing and in a way a reasonable person would consider consistent with Customer having accepted the Work from Service Provider.
4. **Rejection** If in Client's opinion, the Work fails in a material way to meet Client's expectations, Client may reject the Work by delivering to Service Provider a notification of such.

5. **Opportunity to Cure** If Client rejects the Software Project, Service Provider will have 3 opportunities to promptly cure each failure in the Work and re-deliver the Work to Customer to re-inspect and test.
6. **Continued Failure to Cure** If in Client's opinion, Service Provider's corrections fail to meet Client's expectations 3 times, Client may require Service Provider to reduce the cost of the time billed for the Work by 25% (twenty-five percent).
7. **Liquidated Damages Statement** Service Provider acknowledges that
 1. the actual damages likely to result from the late delivery of any Work, due to Service Provider's failure to comply with the Acceptance Criteria, are difficult to estimate when entering this agreement and would be difficult for Customer to prove,
 2. and the parties intend that Service Provider's payment of the adjustment fees would serve to compensate Customer for Service Provider's failure to timely deliver a Software Project that complies with its acceptance criteria, not to serve as punishment for any such breach by Service Provider.
8. **Billing**
 1. Service Provider will charge an hourly rate of \$175 for work performed under this Statement of Work, and
 2. Client shall pay a Minimum of \$25,000 (twenty-five thousand dollars) over the duration of this Statement of Work, and
 3. at the expiration of this Statement of Work if the Minimum of \$25,000 has not been billed by Service Provider then Client shall pay the difference to ensure Service Provider is compensated to the agreed Minimum, and
 4. for the duration of this Statement of Work, Service Provider shall not bill in excess of \$75,000 (seventy-five thousand dollars).

5 Service Levels

Unless otherwise specified in a Statement of Work, Support Contract, or Retainer Agreement, Service Provider

1. will make a best effort attempt to respond to customer inquiries within 1 business day, and
2. will make a best effort attempt to supply services upon customer request subject to Service Provider's scheduling availability.

6 Client Responsibilities

The Designated Representative for Client is:

- Name: Megan McCullough, City Attorney

- Phone Number: 417-732-3103
- Email Address: mmccullough@republicmo.com
- Mailing Address: ATTN: Legal Department, 540 W. Civic Boulevard, Republic, MO 65738

Client agrees that the Designated Representative will respond to communication from Service Provider within 3 (three) business days. Client also agrees the Designated Representative has authority to request and approve services from Service Provider as well as perform Acceptance and Rejection as described in the *Statement of Work* section of this document.

Client will maintain open, honest, and frequent communication with Service Provider. Delivery of the services depends on such communication and delays in communication or incomplete or inaccurate information provided by Client may result in delays or incomplete delivery of the services.

7 Confidentiality

Service Provider agrees that any information received during any furtherance of its obligations in accordance with this contract which concerns the personal, financial, or other affairs of Client will be treated as the Service Provider's own confidential information. Service Provider may disclose Client information as required by applicable law or by proper legal or governmental authority. Service Provider shall give Client prompt notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise to contest such required disclosure, at Client's expense.

8 Work Ownership

Client acknowledges that in the domain of business of which Service Provider operates that distinct solutions to problems that must be solved for one customer are frequently identical to or very similar to solutions for problems that must be solved for other customers, for example, but not limited to, implementations of algorithms or creation of libraries in computer source code. Client further acknowledges that this creates great complexity related to patents and copyright associated with work performed by Service Provider for Client.

Unless otherwise stated in a Statement of Work, Retainer Agreement, or Support Contract, Client agrees that:

1. Service Provider may utilize and incorporate existing copyrighted assets created by third-parties, such as but not limited to open-source and closed-source software, in work performed by Service Provider and client must follow the copyright terms and conditions as stipulated by the third-party author(s) of said copyrighted assets, and
2. Service provider agrees to provide Client written details regarding third-party copyrighted assets incorporated into work delivered to Client in the form of documentation included in source code repositories, or source code archives, or distributed as an independent document, and

3. Client owns or has purchased or otherwise appropriately licensed any existing copyrighted asset that is provided to Service Provider for modification, and
4. Client will provide Service Provider written details regarding the copyright status and ownership of copyrighted assets Client provides to Service Provider, and
5. to the maximum extent permitted by law and existing license agreements, Client provides Service Provider a world wide, perpetual and irrevocable license to use, modify, distribute, and change licensing terms of any copyrighted asset Client provides to Service Provider for modification, and
6. that creations of Service Provider for Client which may receive the protections of copyright or patent are owned by and are the property of Service Provider, and
7. Service Provider grants a world wide, perpetual and irrevocable license to use any copyrighted asset or patented technology that is owned by Service Provider and delivered to Client, and
8. with the written agreement of Service Provider, Client may secure additional rights for copyrighted assets and technology which is protected by patents owned by Service Provider, such as but not limited to redistribution and sub-licensing to third parties.

9 No Warranty

Unless otherwise specified in a Statement of Work all services or other work performed by Service Provider for Client is

1. provided “as is” with all faults, defects, bugs, and errors and Service Provider does not make any warranty, and
2. Service Provider disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for a particular purpose.

10 Limitation of Liability

Notwithstanding anything in this agreement to the contrary, neither party shall be liable to the other for special, indirect, consequential, punitive, or exemplary damages suffered by such party resulting from or arising out of this agreement, a breach thereof, or under any other theory of liability, whether tort, negligence, strict liability, breach of contract, warranty, indemnity, or otherwise, including loss of use, increased cost of operations, loss of profit or revenue, or business interruptions; provided, however, that the foregoing limitation shall not apply to any damage claim asserted by or awarded to a third party for which a party would otherwise be liable under any indemnification provision set forth herein.

SERVICE PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT
WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE SERVICE
PROVIDER BY THE CLIENT.

11 Severability

To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Master Services Agreement invalid or otherwise unenforceable in any respect. If a provision of this agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to achieve its original effect to the maximum extent permitted by applicable law, and the remaining provisions of this agreement will continue in full force and effect.

12 Dispute Resolution

Parties agree to perform good faith negotiations in an attempt to resolve any dispute arising out of or related to this agreement.

13 Schedules and Exhibits

The following are attached to and form a material part of this Agreement, as they are expressly incorporated herein as though fully set forth at length:

1. ADDENDUM TO MASTER SERVICES AGREEMENT

14 Integration

The following types of documents ("Supplemental Agreements") when referring explicitly to this agreement will be deemed an integrated part of this agreement:

1. Statement of Work
2. Retainer Agreement
3. Support Contract
4. Any and all documents listed in the *Schedules and Exhibits* section of this agreement.

If there is a conflict between the terms of this agreement and any Supplemental Agreement, the Supplemental Agreement will control.

15 Entire Agreement

1. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

2. This Agreement explicitly supersedes and replaces the previous Master Services Agreement executed by Client on Nov 28, 2023 as well as all Schedules and Exhibits of said agreement.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

Agreed upon and signed by the Parties:

Aegis Digitalis		Client	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Signed:		Signed:	

ADDENDUM TO MASTER SERVICES AGREEMENT

This **ADDENDUM TO MASTER SERVICES AGREEMENT** ("Addendum") is entered into this as of the date of the last signature affixed hereto below, by and between the City of Republic, Missouri ("City")¹ and Aegis Digitalis ("Provider"). City and Provider are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage Provider for the continued provision of professional software development, maintenance and consulting services pursuant to a Master Services Agreement (also referred to herein as "the Agreement"), accompanied by this Addendum, for the 2025 calendar year in connection with the process of filing cases submitted by the Republic Police Department with the Court system (the services to be provided are hereinafter referred to as "the Project"); and

WHEREAS, in order to clarify the rights and obligations of the Parties, and further because City is a Missouri municipal corporation subject to certain laws, rules and regulations unique to governmental entities, the Parties desire to enter into and execute this Addendum; and

WHEREAS, the Parties acknowledge that this Addendum is intended to accompany and supplement the Agreement, and further is intended to prevail as the authoritative document governing the Project in the event of any inconsistency between the Addendum and Agreement.

NOW, THEREFORE, City and Provider collectively agree to the Addendum herein, as follows:

1. Inconsistencies / Order of Priority: To the extent any conflicts or inconsistencies exist between the terms or conditions in this Addendum, and the terms or conditions in the Agreement, or any other prior agreement between the Parties, *the terms contained in this Addendum shall supersede those contained in the Agreement and/or any other prior agreement(s), and shall govern*. The Agreement and Addendum, together with any other exhibits and attachments to the Agreement, are collectively referred to herein as "the Contract."
2. Ability to Contract: Provider warrants that it has the legal ability to enter into this Addendum and fulfill the terms contained herein.
3. Manner and Time for Provider's Performance of Obligations: Provider will furnish all tools, equipment, supplies, materials, supervision, labor, and other provisions necessary to perform its obligations under the Contract, and to perform its obligations at Provider's Provider expense in accord with the Contract unless otherwise specified in the Contract Documents, and to comply with all applicable federal, state and local laws and ordinances, for the duration of the Contract.
4. Sales Tax Exemption: The Contract price intentionally omits, and City shall not be obligated to pay, any sales or use tax(es) on materials provided under the Contract or otherwise used in the Project. Upon request, pursuant to the provisions of Section 144.062, RSMo., City will furnish Provider with a Project Exemption Certificate and a Missouri Tax Exemption letter for use in purchasing materials being directly incorporated into or consumed in connection with the Project, on a tax-free basis. It is the sole responsibility of Provider to provide the aforementioned documents to any sub-contractor upon request

¹ The City is additionally referred to as "Client" in the Master Services Agreement to which this Addendum is attached.

or as otherwise needed. Under no circumstances shall Provider, or any sub-contractor working through or on behalf of Provider, present the aforementioned Project Exemption Certificate or Missouri Tax Exemption letter in connection with a purchase or purchases for any item, service or other object that is not being directly incorporated into the Project or consumed directly in connection with the Project.

5. Payment and Not-To-Exceed Contract Price: City agrees to pay Provider in accord with the payment terms specified in the Contract Documents, upon City's acceptance of the work as provided for in the Contract Documents. No partial payment by City shall operate or otherwise be construed as City's approval or acceptance of the work performed by Provider or materials furnished hereunder. The City shall not be liable to Provider for any services rendered under the Agreement, this Addendum or otherwise in connection with the Project in any amount exceeding a total sum of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) ("Not-to-Exceed Cost"). It shall be the sole responsibility of Provider to ensure the services rendered under the Contract do not exceed the Not-to-Exceed Cost, and Provider assumes sole responsibility for any such excess costs it incurs in connection with the Contract, as any such excess costs shall not be reimbursable to Provider.

6. Payment for Labor and Materials: Not applicable.

7. Pending Legislation: In the event the scope or extent of City's tort liability as a governmental entity, as described in Sections 537.600 through 537.650, RSMo., is broadened or increased during the term of the Contract, by legislative or judicial action, City may require Provider, upon 10 days' written notice, to execute an addendum whereby Provider agrees to provide, at a price not exceeding Provider's actual increased premium cost, additional liability insurance coverage as City may require to protect City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

8. Provider's Responsibility for Sub-Contractors: Provider shall be as fully responsible to City for the acts and omissions of its sub-contractor(s), and persons either directly or indirectly employed by it/them, as Provider is for the acts and omissions of persons it directly employs. Provider shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all sub-contractors to Provider by all the terms herein set forth, and insofar as applicable to the work of sub-contractors and to give Provider the same power regarding the termination of any subcontract as City may exercise over Provider under any provisions of this contract. Nothing contained in the Contract shall create any contractual relationship between the sub-contractors and City or between any sub-contractor.

9. Liquidated Damages: Not applicable.

10. City Benefits: Provider shall not be entitled to any of the benefits established for the employees of City nor be covered by City's worker's compensation program/benefits.

11. Affidavit for Contracts Over \$5,000 (E-Verify): Pursuant to Sections 285.525 through 285.550, RSMo., if the total value of the Contract exceeds \$5,000 and Provider is associated with a business entity, Provider shall provide an acceptable notarized affidavit stating that the associated business entity is

enrolled and participates in a federal work authorization program and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the Services. Additionally, Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

12. General Independent Provider Clause: The Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that Provider is and shall be an independent Provider for City and is not an employee of City for any purpose, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out Provider's activities and responsibilities hereunder. Provider agrees that it is a separate and independent enterprise from City, that it has a full opportunity to find other business, that it has made its Provider investment in its business, and that it will utilize a high level of skill necessary to perform the Services. The Contract shall not be construed as creating any joint employment relationship between Provider and City, and City will not be liable for any obligation incurred by Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

13. Occupational License(s): Unless exempted under state or local law, Provider must be authorized to do business within the State of Missouri, and shall maintain, for the duration of the Project, all required occupational licensure by/through the City. The cost for such licensing shall be the sole responsibility of Provider.

14. Nondiscrimination: Nondiscrimination. In discharging its obligations under the Contract, Provider agrees not to discriminate in any way on the basis of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or a qualified individual with a disability, or political opinion or affiliation, against any employee of Provider or applicant for employment, and shall include a similar provision in any sub-contracts executed hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60- 1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- a. Provider shall abide by the provisions of 41 C.F.R. § 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- b. Provider shall abide by the provisions of 41 C.F.R. § 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. Conflict of Interest: In accepting the Contract, Provider certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor, has a financial interest, direct or indirect, in the Contract. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo., shall not be violated.

16. Waiver: No provision of the Agreement documents shall be construed, expressly or by

implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

17. Entire Agreement: This Addendum, along with the other Contract Documents identified herein, contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements. The Contract may not be modified or amended other than in writing as agreed and signed by all the Parties.

18. Jurisdiction and Venue: The Contract Documents shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under the Contract, or any disputes that come from it, shall solely lie in the Circuit Court of Greene County, Missouri.

19. Disputes: In the event City is the prevailing party in any litigation arising out of or relating in any way to the Project or the Contract Documents, City shall be entitled to recover all reasonable attorneys' fees and expenses incurred in connection with resolution or disposition of such dispute, no matter the forum in which such dispute is disposed or resolved.

20. Liability: Nothing in the Contract shall be construed to create any liability on behalf of the City for any direct, special, indirect, or consequential damages. The City shall not pay any attorney fees of any other Party even if that Party is the prevailing party.

21. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and emailed signatures, the Contract may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute the Contract and any alterations thereto. At the request of either Party, the Parties shall promptly exchange executed original counterparts of the Contract or any amendment.

22. Survival: The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns as provided in the Contract.

23. Headings: The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

24. Whereas Clauses: The "Whereas" clauses above are incorporated herein by reference.

25. Public Body City and Missouri Sunshine Law: The Parties recognize that City is a governmental body subject to the open records provisions of the Missouri Sunshine Law (RSMo., Chapter 610) ("Sunshine Law"). Records generated in connection with the performance of services under the Contract are subject to disclosure upon request for the same, unless excepted from disclosure under the Sunshine Law or otherwise permitted to be closed under the Sunshine Law. If a request under the Sunshine Law ("Sunshine Request") is presented to City for records pertaining to the Contract, City shall notify Provider of the Sunshine Request, and Provider shall promptly identify and provide all documents being requested as soon as practicably possible so as to enable City to timely respond to such request. Fees may be assessed for time, efforts and/or costs incurred in responding to Sunshine Requests or otherwise ensuring compliance with Sunshine Law requirements, but only to the extent such fees are expressly

authorized by the Sunshine Law.

26. Conflicts of Interest: Provider presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under the Contract. In accepting the Contract, Provider certifies all local, state, and federal laws and regulations related to conflicts of interest shall be followed, specifically Chapter 105, RSMo.

27. Assignment: Provider shall neither assign nor transfer any interest in the Contract, whether by assignment, sale, gift, novation or otherwise, without prior written consent of City; provided, however, that claims for money due or owing to Provider under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under the Contract, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under the Contract.

28. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of the Contract shall not affect the validity of the remaining parts to the Contract.

29. Contingent Upon Funds and Approval: The Contract is expressly contingent upon the City Council's approval and allocation of sufficient funds for the subject of the Contract. The Parties expressly acknowledge that, in the event the City Council either does not approve the Contract, or does not allocate sufficient funds to cover the cost of the Contract, the City will be unable to perform its obligations under the Contract, and Provider shall have no right of action against City in such event.

30. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of the Contract and/or addendum.

31. Agreement Documents: The Contract consists of the documents identified in this paragraph below, which, collectively, constitute the entire agreement and understanding of the Parties. These documents are as fully a part of the Contract as if attached hereto or repeated at length herein. The Contract shall consist of the following, listed in order of priority as to governance in the event of any conflicting terms:

- a. Agreement Addendum ("Addendum").
- b. Master Services Agreement ("Agreement"), including the Statement(s) of Work
- c. Any and all documents listed in the *Schedules and Exhibits* section of the Agreement.

32. Public Entity Immunity: The Parties both preserve all immunities, sovereign, governmental and otherwise, recognized by law. Nothing in this Agreement or any transactions under this Agreement shall be construed or deemed in any way as a waiver of sovereign immunity or governmental immunity recognized under common law, state law, ordinances, regulations, the Missouri Constitution, or the United States Constitution, including but not limited to § 537.600 RSMo., et seq. The provision of any insurance pursuant to this paragraph, whether such insurance does or does not afford coverage to City or to Contractor for any claim arising from or out of this Agreement or performance thereunder, shall not constitute a waiver of any defense or immunity available to the Contractor or the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

AEGIS DIGITALIS

By: _____

Date: _____

Printed Name

Title _____

THE CITY OF REPUBLIC, MISSOURI

By: _____
David Cameron, City Administrator

Date: _____

Approved as to Form:

Megan McCullough, City Attorney

Date: _____

Attest:

Laura Burbridge, City Clerk

Date: _____

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500, RSMO. et seq.,
FOR ALL AGREEMENTS PROVIDING SERVICES IN EXCESS OF \$5,000.00

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, located in the State of _____, personally appeared _____ (Name), known to me to hold the title of _____ (Title) of/for _____ (Name of Company), a (circle one) corporation, partnership, sole proprietorship, and/or limited liability company, and known to me to be competent and authorized to make this affidavit, upon being duly sworn and under oath, deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning(s) set forth in Section 285.500 RSMo., *et seq.*

Documentation of participation in a federal work authorization program is attached to this affidavit.

[Signature]

[Printed Full Name]

Subscribed and sworn to before me this _____ day of _____, _____
[date] [month] [year]

[Notary Public]

My commission expires: _____