HOMELAND SECURITY PROTECTIVE SERVICE INC.
AGREEMENT FOR PROFESSIONAL SECURITY SERVICES

This Agreement for Professional Security Services (the "Agreement"), effective 07/01/2018 is by and between HOMELAND SECURITY PROTECTIVE SERVICE INC., a Missouri corporation (hereinafter "HOMELAND SECURITY PROTECTIVE SERVICE"), and the Raytown **C-2** School District Board of Education, ("hereinafter "Client").

WHEREAS, Client desires to engage HOMELAND SECURITY PROTECTIVE SERVICE to provide Armed School Security Officers, Patrol Service, Alarm Response, and related services to one or more locations specified by Client.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES

HOMELAND SECURITY PROTECTIVE SERVICE shall provide the services described on Exhibit "A" (hereinafter referred to as the "Services") to Client only for the protection of property of the client located at the address or addresses described on Exhibit "B", but not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses.

The term "protection of property", shall in no way be construed to suggest that Homeland Security Protective Service is responsible for incidents that occur, which upon acting in good faith, the Homeland Security Protective Service security officer performs his or her duties as outlined in this contract and according to Homeland Security Protective Service approved procedures, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement. Homeland Security Protective Service will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

2. TERM.

The Services shall be provided commencing 07/01/2018 and shall continue for a period of no less than twelve (12) months unless terminated by either party upon thirty (30) days prior written notice. The Agreement may be renewed for another period of no less than twelve (12) months for three (3) years by agreement of both HOMELAND SECURITY PROTECTIVE SERVICE and the CLIENT. Thereafter, the Agreement shall automatically renew for successive periods of one (1) month each at the current rate if not cancelled in accordance with this agreement until a new agreement is completed.

3. PAYMENT AND INVOICING TERMS.

3.1 Payment for Services: Client shall pay Homeland Security Protective Service at the rate listed in Exhibit A) for the Services. Such payment shall be due Net 30 days from the date of invoice. Scheduling hours for Services will be listed on Exhibit A of this contract.

3.2 Invoicing and Late Payment Policy:
Invoices will be mailed weekly for stationary services and monthly for patrol services by Homeland Security Protective Service for payment by Client. Payment is due Net 30 days from date of invoice. Client shall be liable for late payment charges of $50.00 for payments received more than 5 days from due date Termination of services due to non-payment of any invoice does not release Client from liability for amounts due at the time of termination. All amounts due plus late charges, if any, may be referred to an outside collection agency and law firm for collection if Homeland Protective Service provides Client notice of amounts due and the service on which they are based, and Client does not dispute or pay the amounts due within thirty (30) days after receipt of the notice.

3.3 Scheduling Rights: In an effort to control costs and the financial repercussions of late payments the following reservations are in place and implemented at the discretion of Homeland Security Protective Service. If, after receiving a reasonable notice and opportunity to pay or dispute any overdue amounts, the client's account is beyond the required payment date and attempts to collect the past due amount are not satisfied, Homeland Security Protective Service reserves the right to conduct the following manipulations in scheduling:
1. Remove coverage from shift to shift as we determine.
2. Suspend all coverage until further notice.
3. Suspend coverage until payment is made in full.
4. Suspend all coverage indefinitely.

Homeland Security Protective Service will ensure that reasonable notifications will be made to client before, during, and after any or all of these options are placed into effect. Homeland Security Services will not suspend or remove coverage for amounts past due that are reasonably disputed by Client.

3.4 Court Appearance: Should a need for a court appearance arise from activity related to this agreement officer(s) of Homeland Security Protective Services will attend court hearings, if necessary, when witness to an act or deed, which requires their presence at such hearings. Client agrees to compensate Homeland Security Protective Service a minimum of two hours overtime pay for hours of appearance at a rate of not less than time and one-half the regular rates of pay called for in this agreement, unless the officer(s) appearing at court is not scheduled to work more than 40 hours in that particular week. If the officer(s) appearing at court are not scheduled to work more than 40 hours during the week of a court appearance, Client will compensate Homeland Security Protective Service for two hours pay at regular rates.

3.5 Client Approved Overtime: Should a School Administrator make the request for specific officer(s) to be scheduled to work additional shifts beyond their already scheduled forty (40) hours, or should a School or District Administrator makes the request for coverage less than forty eight (48) hours before the post is required to be staffed, those hours will be charged at a rate of not less than time and one-half the regular rates of pay called for in this Agreement.

4. CHANGES.

Client and Homeland Security Protective Service may from time to time change the scope of services to be provided. Any such change (the "Change Order") will only be effective if accepted in writing by Homeland Security Protective Service and Client.

5. STANDARD OF CARE.

Homeland Security Protective Service warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who, prior to employment at Homeland Security Protective Service, have been subject to a comprehensive character background investigation that accords with § 168.133 RSMO., personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. Homeland Security Protective Service will provide Client the results of its investigation and Client may exclude any personnel from its property without impacting Homeland Security Protective Service's obligations under this Agreement. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no other guarantee is made as to the efficacy or value of any services performed.

5.1 Officer Conduct: If client is in anyway dissatisfied with Homeland Security Protective Service personnel provided, client will notify Homeland Security Protective Service in writing to implement corrective action, if applicable. Homeland Security Protective Service reserves the right to discipline or correct the officer based on Client feedback. Homeland Security Protective Service reserves the right to implement corrective action or replace the officer upon written notification. If after corrective action is implemented, if Client is still dissatisfied, Client will again notify Homeland Security Protective Service in writing and other alternatives will be offered. Client may exclude any Homeland Security Protective Service personnel from its property for good cause with written notice without impacting Homeland Security Protective Service's obligations under this Agreement.

5.2 Compliance with laws and Policies and Indemnification: Homeland Security Protective Service, is prohibited from disclosing any identifiable information of Client's students, without the written permission of the student's parent or legal guardian and Client. Homeland Security Protective Service, agrees it will comply with the Family Educational Rights and Privacy Act, 20 U.S.C 1232g (FERPA), along with its implementing state and federal regulations, as well as Client's Board Policies and Procedures. Homeland Security Protective Service further agrees it will indemnify and hold Client, its agents, employees and successors harmless from any claims asserted against Client arising out of Homeland Security Protective Service's violation of FERPA, including for any costs and attorney's fees incurred by District in defending such claims. While performing services under this Agreement, Homeland Security Protective Service agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.

6. LIABILITY.

6.1 Liability for Loss: Homeland Security Protective Service shall not be liable to any person for loss due to burglary, theft, fire, or any other cause whatsoever except where such loss is caused by the negligence, default of omission, or Homeland Security Protective Service's employees' actions in their line of duty or responsibility. Homeland Security Protective Service agrees to indemnify Client, its board of education, agents, employees, servants and successors for and hold them harmless from any and all claims, losses, injuries, or damages, including costs and attorney's fees, arising out of or caused by Homeland Security Protective Service's or Homeland Security Protective Service's agents and employee's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Insurance: Homeland Security Protective Service agrees to acquire and maintain adequate liability insurance in the form and amount sufficient to protect Client, its agents and employees, its patrons and students, and the general public against any such loss, damages and/or expense related to Homeland Security Protective Service's performance under this Agreement. Client shall be named as an additional insured on any such policy acquired and maintained by Homeland Security Protective Services pursuant to this section 6.2. The purchase of insurance by Homeland Security Services shall not act as a waiver of any defense or immunity available to the Client under the law or in equity, including the protection afforded by Missouri Statute 537.600 et. seq.

6.3 Survival: The provisions of this Agreement regarding available remedies shall survive the expiration or termination of this Agreement for any reason.

7. MISCELLANEOUS.

7.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Homeland Security Protective Service may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Homeland Security Protective Service, in addition to any other rights and remedies available, Homeland Security Protective Service require prepayment for services or may partially or totally suspend its performance while awaiting assurances, without any liability. In the event that Homeland Security Protective Services ceases doing business, is the subject of any state or federal bankruptcy, insolvency or similar proceeding, becomes Insolvent, or makes an assignment for the benefit of creditors, Client may immediately terminate this Agreement by providing written notice and the effective date of termination shall be the date of the notice provided by Client.

7.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

7.3 Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

7.4 Independent Contractor: Homeland Security Protective Service is an independent contractor of Client.

7.5 Notices: Client shall deliver Homeland Security Protective Service written notice within thirty (30) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Homeland Security Protective Service, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Homeland Security Protective Service with respect hereto. If Client fails to give such notice to Homeland Security Protective Service with regard to any such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from

bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by United States Postal Service, Certified Mail, Return Receipt Requested if mailed and sent to a verified email address if emailed.

Notices shall be deemed delivered when actually received or when delivered to the address specified below, a verified email address, or such other address as may be specified in a written notice in accordance with this Section.

If to Homeland Security Protective Service:

Homeland Security Protective Service
1638 N. Corrington
Kansas City, MO 64120
Phone 816-802-8022

If to Client:

Raytown Mo School District
6608 Raytown Road
Raytown, MO 64133

Any party may, by notice delivered in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

7.6 Assignment: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. This Agreement may be assigned by Homeland Security Protective Service without the written consent of Client, to any successor which agrees to perform the obligations of Homeland Security Protective Service hereunder.

7.7 Disputes: Homeland Security Protective Service and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, Homeland Security Protective Service and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless Homeland Security Protective Service and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

7.8 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

7.9 Representations: Counterparts: Each person executing this Agreement on behalf of Homeland Security Protective Service and Client hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

7.10 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the Missouri. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri or the United States District Court for the Western District of Missouri as appropriate to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either Party to enforce any term, covenant, or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees, collection service expenses, court costs, and related expenses from the non-prevailing Party.

7.11 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Homeland Security Protective Service respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time upon request of the client and agreement by Homeland Security Protective Service. Such service or services shall be deemed provided consistent with the warranties established herein.

7.12 Force Majeure: Homeland Security Protective Service shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

7.13 Use of Employment Verification System: Prior to commencement of the Work, Homeland Security Protective Service shall provide to Client a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work

authorization program with respect to the employees working in connection with this Agreement. Homeland Security Protective Service shall also provide Client a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14. No Waiver of Immunity: Client preserves all Immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth by statute or at common law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

Raytown C-2 School District:

Board President: _____ Date: _____

Board Secretary: _____ Date: _____

HOMELAND SECURITY PROTECTIVE SERVICE:

Shane O'Roark
Chief Executive Officer: _____ Date: _____

Exhibit "A"
Services to be Provided

1. Assigned Officer(s) will provide a visible deterrent for acts of violence against students, staff, and visitors. Respond appropriately to end an active violent attack against students, staff, and visitors. Take the necessary actions to prevent unauthorized entry to the school building while on duty.

2. Assigned Officer(s) will provide a visible deterrent for property crimes against the client, which include criminal mischief making, graffiti, larceny, burglary, criminal tampering, trespass, criminal trespass, and misapplication of property. The terms are limited to the property of the client, so long as the property is located within the geographical area listed in Exhibit "B".

3. Assigned Officer(s) will alert and coordinate with the proper law enforcement authority in the instance of any criminal incident immediately, and promptly notify Client's designated contact person of such activity. Client shall from time to time provide Homeland Security Protective Service with written designation of the contact person(s) and the contact information for those individuals.

4. Assigned Officer(s) will record all unusual security related events via Homeland Security Protective Service's reporting system. All Statements, Reports, or Written Documentation completed and submitted by the officers for the School Administrators will be submitted and approved by the Homeland Security Protective Service Supervisor prior to being provided to School Administration.

5. Assigned Officer(s) will respond upon request of Client or Client's employee to any security related event in most circumstances unless unreasonable to do so by industry standards.

6. Assigned Officer(s) will assist School Administrators in maintaining safety and discipline of students. Officer(s) shall have no right to take Independent discipline action related to students and all matters requiring the imposition of discipline should be referred to the appropriate School Administrator. This in no way precludes any Officer(s) from preferring criminal charges against any student(s) for physical assault / battery where the Officer(s) is the victim.

7. Assigned Officer(s) will undertake stationary duty at the locations and times listed below to provide school crossing guard safety monitoring and assist students, siblings, or parents utilizing the marked and posted crosswalks for arrival and dismissal of school.

8. Assigned Officer(s) will be dressed in the approved uniform, shall carry such equipment as shall be deemed reasonably necessary, and receive specialized training as designated by the client and Homeland Security Protective Service for the effective discharge of the services to be provided. All School Security Officers will hold and maintain a current Firearms Qualification and all Licenses / Commissions required by the Governmental entities in the jurisdictions that contain any client facilities or sites the officer may be assigned to work.

Exhibit "A"
Services to be Provided (Continued)

9. Assigned Officer(s) will undertake patrol duty of the geographical areas listed in Exhibit "B" in a marked patrol vehicle provided by Homeland Security Protective Service on site during the hours of 9:00 pm to 5:00 am Monday through Friday and will include Special Checks, and Alarm Response. Such patrols shall be on an irregular and continuously varied pattern.

10. Undertake patrol duty of the geographical areas listed in Exhibit "B" in a marked patrol vehicle provided by Homeland Security Protective Service on weekends to provide Alarm Response, Special Checks, and Lock ups / Unlocks of designated facilities. This activity will be completed and billed at a two (2) hour rate for lock ups, and a two (2) hour rate for unlocks each day, for a total of 8 hours per weekend.

11. School Administrators must communicate directly with the School District Central Office and the Homeland Security Protective Service Supervisor for administrative staffing or scheduling issues. Administrators will never communicate directly with any officer regarding schedule questions or issues. When providing security officers for special events there will be a minimum of 48 hours' notice to the School District Central Office and the Homeland Security Protective Service Supervisor in writing by email. If Homeland Security Protective Service does not receive at least 48 hours' notice and provides security officers to fill the requested position(s), Client agrees to compensate Homeland Security Protective Service at the overtime rate for officers.

12. Regardless of notice, in the event that a School Administrator requests a designated school officer, Homeland Security Protective Service will make every effort to meet this request. This will require Client to compensate Homeland Security Protective Service at the overtime rate for these officer requests.

13. School Administrators and employees will understand that this contracted company directly employs the officers, and that any school district administrator does not have full authority to direct any officer to complete any duties unrestricted. The officers have an on-duty company supervisor that will be contacted for clarification on any request given by an administrator if thought to be unreasonable or against State Statute or Company Policy.

14. School Administrators will communicate immediately in writing with the School District Central Office and the Homeland Security Protective Service Supervisor regarding all disciplinary complaints or performance concerns. School administrators and employees will understand that this contracted company directly employs the officers, and that any school district administrator does not have full authority to counsel or correct any officer. The officers have an on-duty company supervisor that must be contacted for any issues or concerns regarding complaints or performance concerns and to administer any counselling or corrective action required.

Exhibit "A"
Services to be Provided (Continued)

Scheduling:

Supervisor
Twelve Month (248 day) position, MONDAY – FRIDAY 0630 – 1630
(Except for posted School District Holidays)

Regular School Year-Stationary:

Raytown Success Academy; One (1) Officer; MONDAY – FRIDAY 0645 – 1445
One (1) Officer; MON., TUES., THUR., FRI. 1430 – 1630
(Except for posted School District Holidays)

Raytown High School; One (1) Officer; MONDAY – FRIDAY 0645 – 1445
One (1) Officer; MON., TUES., THUR., FRI.1400 – 2000
One (1) Officer; WEDNESDAY 1200-2000
(Except for posted School District Holidays)

Raytown South High School; One (1) Officer, MONDAY – FRIDAY 0645 – 1445
One (1) Officer; MON., TUES., THUR., FRI.1400 – 2000
One (1) Officer; WEDNESDAY 1200-2000
(Except for posted School District Holidays)

Raytown Middle School; One (1) Officer, MONDAY – FRIDAY 0730 - 1530
(Except for posted School District Holidays)

Raytown Central Middle School; One (1) Officer, MONDAY – FRIDAY 0730 – 1530
(Except for posted School District Holidays)

Raytown South Middle School; One (1) Officer, MONDAY – FRIDAY 0730 – 1530
(Except for posted School District Holidays)

Summer School -Stationary:

Raytown Success Academy, one (1) Officer, MONDAY – FRIDAY 0645 - 1445

Designated High School Site, Two (2) Officers, MONDAY - FRIDAY 0645 -1445

Designated Middle School Site 1, One (1) Officer, MONDAY - FRIDAY 0730 - 1530

Designated Middle School Site 2, One (1) Officer, MONDAY - FRIDAY 0730 - 1530

Exhibit "A"
Services to be Provided (Continued)

Patrol:

Night Patrol:
Monday-Friday, 2100 - 0500 (40 Hours per Week).

Weekend Night Lock up / Unlock and Special Checks Patrol
(Patrol route shared with other Non-RSD properties):
Saturday & Sunday, 2100 -0500 (4 hours per day).

Crossing Guard:

Blue Ridge (Early) – 8:00 – 8:45 a.m. and 3:15 - 3:45 p.m.
Wednesday Early Release Day – 11:40 a.m. – 12:10 p.m.

Spring Valley (Early) - 8:00 – 8:45 a.m. and 3:15 - 3:45 p.m.
Wednesday Early Release Day – 11:40 a.m. – 12:10 p.m.

Laurel Hills (Late) – 8:30 – 9:15 a.m. and 3:55 - 4:25 p.m.
Wednesday Early Release Day – 12:15 -12:45 p.m.

Southwood (Late) - 8:30 – 9:15 a.m. and 3:55 - 4:25 p.m.
Wednesday Early Release Day – 12:15 -12:45 p.m.

Robinson (Late) - 8:30 – 9:15 a.m. and 3:55 - 4:25 p.m.
Wednesday Early Release Day – 12:15 - 12:45 p.m.

Hourly Rates:

Contract Supervisor, not assigned to a school	$ 22.00
Stationary, Armed School Qualified Campus Officer	$ 22.00
Crossing Guards, Armed School Qualified Officers (2) Hours Daily	$ 22.00
Night Patrol, Marked Vehicle Allowance	$ 24.50
Events/Activities, With Special Requests for Marked Vehicle	$ 24.50
Events/Activities, Special Staff Requests or Less Than 48 hrs. Notice	$ 33.00
Events/Activities, more than Five (5) Officers will have a Supervisor @ overtime	$ 33.00

Exhibit "A"
Services to be Provided (Continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

Raytown C-2 School District:

Board President: _____ Date: _____

Board Secretary: _____ Date: _____

HOMELAND SECURITY PROTECTIVE SERVICE:

Shane O'Roark
Chief Executive Officer: Karen Kephart Date: Aug 22 2018

Agent for Shane O'Roark

Karen Kephart

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Exhibit "B"
Geographical Area of Responsibility

All real property of the Raytown Consolidated School District #2 including any building, site, or any facility leased, rented, or borrowed for temporary use. Including but not limited to:
Raytown High School / Chittwood Stadium,
Raytown South High School / Marklin Stadium,
Raytown Schools Success Academy
Raytown Middle School, Raytown Central Middle School, Raytown South Middle School,
Eastwood Hills Elementary School, Fleetridge Elementary School,
Laurel Hills Elementary School, Little Blue Elementary School,
Norfleet Elementary School, Robinson Elementary School,
Southwood Elementary School, Spring Valley Elementary School,
Westridge Elementary School, Blue Ridge Elementary School,
New Trails Early Learning Center, Three Trails Early Development School, Northwood School,
Success by Six / Parents as Teachers Offices,
Raytown Schools Fitness & Wellness Center,
Raytown Schools Education & Conference Center,
Raytown Schools District Administration Office,
Raytown Schools Buildings & Grounds Office,
Raytown Schools Transportation Center,
Raytown Schools Consolidated Warehouse,
Raytown Schools Safety Center

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

Raytown C-2 School District:

Board President: _____ Date: _____

Board Secretary: _____ Date: _____

HOMELAND SECURITY PROTECTIVE SERVICE:

Shane O'Roark
Chief Executive Officer: Karen Kephart
Agent for Shane O'Roark

Date: Aug 22 2018

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Karen Kephart