

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> District Commissioner

John C. Russell  
2<sup>nd</sup> District Commissioner



Shane Schoeller  
Clerk of the Commission

Christopher J. Coulter, AICP  
County Administrator

Megan Applegate  
Executive Assistant

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission**  
**Commission Briefing Minutes**

**Thursday, March 25, 2021**  
**9:30 AM**  
**Commission Conference Room**  
**1443 N. Robberson, 10<sup>th</sup> Floor**



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

**Attendees:** Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Donna Barton, Jeff Scott, Mike Cagle, Laura Merriman and Kevin Barnes.

**Teleconference Attendees:** Jim Arnott, Andrea Stewart, Rick McConnell, Rob Rigdon, Connor Swanson, Jon Mooney, Allen Icet, Jeff Bassham, Rick Kessinger, Rick Artman, Royce Denny, Cindy Stein, Michael Short, Tina Phillips, Jess Kerr and Justin Hill.

**Informational Items**

Health Department-Jon Mooney

- 7 day average is 21.6 cases
- 31 hospitalization
- Vaccine update: 1<sup>st</sup> dose 28% full vaccine 12.8%.

**Items for consideration and action by the commission**

**(EX1) Discussion and Possible Vote: An Order Approving the Delivery of Certificates of Participation Series 2021A (capital projects), of Greene County, Missouri, for the Purpose of Providing Financing for Various Capital Projects of the County and Authorizing and Approving Certain Documents and Actions in Connection therewith, Budget Office**

Commissioner John Russell moved to approve the Delivery of Certificates of Participation Series 2021A (capital projects), of Greene County, Missouri, for the Purpose of Providing Financing for Various Capital Projects of the County and Authorizing and Approving Certain Documents and Actions in Connection therewith. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**[EX2] Discussion and Possible Vote: An Order Approving the Delivery of Certificates of Participation Series 2021B, of Greene County, Missouri, for the Purpose of Providing Financing for Various Capital Projects of the County and Authorizing and Approving Certain Documents and Actions in Connection therewith, Budget Office**

Commissioner John Russell moved to approve An Order Approving the Delivery of Certificates of Participation Series 2021B, of Greene County, Missouri, for the Purpose of Providing Financing for Various Capital Projects of the County and Authorizing and Approving Certain Documents and Actions in Connection therewith. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**[EX3] Discussion and Possible Vote: Certificate Purchase Agreement, Budget Office**

Commissioner John Russell moved to approve the Certificate Purchase Agreement as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**Discussion and Possible Vote: 3 IS Positions for New Jail, IS**

Commissioner Rusty MacLachlan moved to approve the 3 IS positions to be posted in April and to hire by July for the purpose of preparing the new jail. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**[EX4] Discussion and Possible Vote: Worker's Compensation Brokerage Service Renewal, Purchasing**

Commissioner Rusty MacLachlan moved to approve the workers comp brokerage service renewal. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**[EX5] Discussion and Possible Vote: Second Amendment to Lease Agreement Cox Tower 6<sup>th</sup> Floor, Purchasing**

Commissioner John Russell moved to approve the lease agreement amendment for Cox Tower 6<sup>th</sup> floor. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**[EX6] Discussion and Possible Vote: GMP Amendment No. 4 for JE Dunn-DeWitt's Construction Management Contract for the New Jail & Sheriff's Office, Resource Management**

Commissioner Rusty MacLachlan moved to approve the JE Dunn-DeWitt's Construction contract for the new jail and Sheriff's Office. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**Other:**

With no other business the meeting was adjourned.

Bob Dixon  
*Presiding Commissioner*

Rusty MacLachlan  
*1<sup>st</sup> District Commissioner*

John C. Russell  
*2<sup>nd</sup> District Commissioner*



Shane Schoeller  
*Clerk of the Commission*

Christopher J. Coulter, AICP  
*County Administrator*

Megan Applegate  
*Executive Assistant*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission**  
**REVISED Commission Briefing Agenda**

**Thursday, March 25, 2021**  
**9:30 AM**  
**Commission Conference Room**  
**1443 N. Robberson, 10<sup>th</sup> Floor**

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

Informational Items  
Health Department  
Resource Management

Items for consideration and action by the commission

Discussion and Possible Vote: An Order Approving the Delivery of Certificates of Participation Series 2021A (capital projects), of Greene County, Missouri, for the Purpose of Providing Financing for Various Capital Projects of the County and Authorizing and Approving Certain Documents and Actions in Connection therewith, Budget Office

Discussion and Possible Vote: An Order Approving the Delivery of Certificates of Participation Series 2021B, of Greene County, Missouri, for the Purpose of Providing Financing for Various Capital Projects of the County and Authorizing and Approving Certain Documents and Actions in Connection therewith, Budget Office

Discussion and Possible Vote: Certificate Purchase Agreement, Budget Office

Discussion and Possible Vote: 3 IS Positions for New Jail, IS

Discussion and Possible Vote: Worker's Compensation Brokerage Service Renewal, Purchasing

Discussion and Possible Vote: Second Amendment to Lease Agreement Cox Tower 6<sup>th</sup> Floor, Purchasing

Discussion and Possible Vote: GMP Amendment No. 4 for JE Dunn-DeWitt's Construction Management Contract for the New Jail & Sheriff's Office, Resource Management

Other:

**Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802**  
**Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802**  
**[www.greenecountymo.gov](http://www.greenecountymo.gov)**

REVISED 03/24/2021 @ 7:00 AM

ex1

COUNTY COMMISSION ORDER NO. FIN-2021-0325a

**AN ORDER APPROVING THE DELIVERY OF CERTIFICATES OF PARTICIPATION SERIES 2021A (CAPITAL PROJECTS), OF GREENE COUNTY, MISSOURI, FOR THE PURPOSE OF PROVIDING FINANCING FOR VARIOUS CAPITAL PROJECTS OF THE COUNTY AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the County Commission finds and determines that it is advantageous and in the best interests of Greene County, Missouri (the "County") that the County enter into certain transactions with BOKF, N.A., as trustee (the "Trustee") relating to the delivery of not to exceed \$36,880,000 principal amount of Greene County, Missouri, Certificates of Participation (Capital Projects), Series 2021A (the "Certificates"), for the purpose of providing for the financing of costs related to the design, construction, furnishing, equipping, acquisition and renovation of various capital projects in the County, including, but not limited, to the County's jail (including a new jail and renovation of the existing jail), sheriff's office, operations center, evidence storage and training facility, juvenile courts and detention, and judicial courts facilities (collectively, the "Projects"); and

**WHEREAS**, in connection with the delivery of the Certificates, the County Commission authorizes the execution of: (a) a First Supplemental Ground Lease (the "First Supplemental Ground Lease"), between the County and the Trustee, pursuant to which, together with the herein described Original Ground Lease, the County will lease certain real property of the County and the improvements thereon (the "Leased Property") to the Trustee; and (b) a First Supplemental Lease Purchase Agreement (the "First Supplemental Lease Purchase Agreement"), pursuant to which, together with the herein described Original Lease, the Trustee will lease the Leased Property to the County on an annually renewable basis and the County will make rental payments to the Trustee for the financing of the Projects; and

**WHEREAS**, the County Commission desires to authorize certain other documents and actions in connection therewith;

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

**Section 1. Approval of Delivery of the Certificates.** The County hereby approves the delivery of the Certificates for the purpose of providing for the financing of the costs related to the Projects described herein and to pay the costs of issuing the Certificates, subject to the limits stated herein.

The Certificates (1) shall be delivered in a principal amount not to exceed \$36,880,000, (2) shall bear interest at various rates not to exceed a true interest cost of 3.0%, (3) shall have a final maturity not later than 2041, (4) shall have a weighted average maturity between 8.0 years and 12.0 years, (5) shall be subject to prepayment beginning not later than the year 2031, and (6) shall be sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") with an Underwriter's discount not to exceed 0.775% of the principal amount of the Certificates.

The Certificates shall be issued and secured pursuant to the herein approved First Supplemental Indenture. The Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the herein approved First Supplemental Indenture (which amends the herein described

Original Indenture) and the herein approved Certificate Purchase Agreement, subject to the limits stated herein.

**Section 2. Authorization of Documents.** The County is hereby authorized to enter into the following documents (the "County Documents"), in substantially the forms on file with the County, with such changes therein as shall be approved by the officers of the County executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) First Supplemental Ground Lease between the County and the Trustee.
- (b) First Supplemental Lease Purchase Agreement between the Trustee and the County.
- (c) Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), between the County and BOKF, N.A., as Dissemination Agent.
- (d) Certificate Purchase Agreement (the "Purchase Agreement"), between the County and the Underwriter, as purchaser of the Certificates.
- (e) First Supplemental Indenture of Trust (the "First Supplemental Indenture") between the County and the Trustee.
- (f) Tax Compliance Agreement (the "Tax Compliance Agreement") between the County and the Trustee.

**Section 3. Execution of Documents.** The County is hereby authorized to enter into and the Presiding Commissioner, Commissioner District One, Commissioner District Two and the County Clerk of the County Commission are hereby authorized and directed to execute and deliver, on behalf of the County, the County Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**Section 4. Preliminary Official Statement and Official Statement.** The County Commission hereby ratifies and approves the Preliminary Official Statement related to the Certificates, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Presiding Commissioner, Commissioner District One, Commissioner District Two, and the County Clerk of the County Commission are hereby authorized to execute the Official Statement as so supplemented, amended and completed. The County Commission consents to the use and public distribution by the Underwriter of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Certificates. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the County hereby deems the Preliminary Official Statement to be "final" as of its date except for the omission of certain information permitted by the Rule.

**Section 5. Reimbursement.** The County has previously made and expects to make capital expenditures after the date of the adoption of this Order in connection with the Projects, and the County intends to reimburse itself for such expenditures with proceeds of the Certificates.

**Section 6. No General Liability.** The obligation of the County to make payments under the First Supplemental Lease Purchase Agreement is subject to annual appropriation and will constitute a current expense of the County. Neither the payments under the First Supplemental Lease Purchase Agreement

nor the First Supplemental Indenture nor the Certificates will in any way be construed to be an indebtedness or liability of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the County, nor will anything contained in the First Supplemental Lease Purchase Agreement, the First Supplemental Indenture or the Certificates constitute a pledge of the general tax revenues or funds of the County. All provisions of the First Supplemental Lease Purchase Agreement, the First Supplemental Indenture and the Certificates will be construed so as to give effect to such intent.

**Section 7. Further Authority.** The officers, agents and employees of the County, including each of the County Commissioners and the County Clerk are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Order, and to carry out, comply with and perform the duties of the County with respect to the County Documents and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 8. Acknowledgment and Ratification.** In connection with the issuance by the County of its Certificates of Participation (Capital Projects) Series 2018 (the "Series 2018 Certificates"), the County authorized and delivered an Indenture of Trust (the "Original Indenture"), Ground Lease (the "Original Ground Lease") and Lease Purchase Agreement (the "Original Lease"), each dated as of September 1, 2018. The First Supplemental Indenture, First Supplemental Ground Lease and First Supplemental Lease Purchase Agreement amend the Original Indenture, the Original Ground Lease and the Original Lease Purchase Agreement, respectively. The County hereby ratifies and confirms the provisions of the Original Indenture, Original Ground Lease and Original Lease as so amended.

**Section 9. M.A.P. Filing Authorization.** The County hereby authorizes Armstrong Teasdale LLP to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

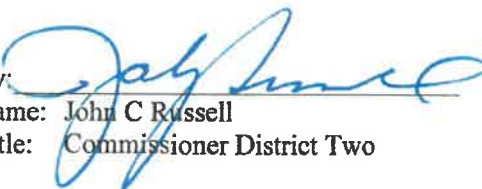
**Section 10. Effective Date.** This Order shall take effect and be in full force immediately after its passage by the County Commission.

[remainder of page intentionally left blank]

**PASSED** by the County Commission this 25 day of March, 2021.

By:   
Name: Bob Dixon  
Title: Presiding Commissioner

By:   
Name: Rusty MacLachlan  
Title: Commissioner District One

By:   
Name: John C Russell  
Title: Commissioner District Two

ATTEST:

  
Name: Shane Schoeller  
Title: County Clerk

<County Seal>

ex2  
COUNTY COMMISSION ORDER NO. FIN-2021-03256

**AN ORDER APPROVING THE DELIVERY OF CERTIFICATES OF PARTICIPATION, SERIES 2021B, OF GREENE COUNTY, MISSOURI, FOR THE PURPOSE OF PROVIDING FINANCING FOR VARIOUS CAPITAL PROJECTS OF THE COUNTY AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the County Commission finds and determines that it is advantageous and in the best interests of Greene County, Missouri (the "County") that the County enter into certain transactions with BOKF, N.A., as trustee (the "Trustee") relating to the delivery of not to exceed \$15,500,000 principal amount of Greene County, Missouri, Certificates of Participation, Series 2021B (the "Certificates"), for the purpose of providing for the financing of costs related to the design, construction, furnishing, equipping, acquisition and renovation of various capital projects in the County, including, but not limited, to the County's jail (including a new jail and renovation of the existing jail), sheriff's office, operations center, evidence storage and training facility, juvenile courts and detention, and judicial courts facilities (collectively, the "Projects"); and

**WHEREAS**, in connection with the delivery of the Certificates, the County Commission authorizes the execution of Lease Purchase Agreement (the "Lease"), pursuant to which the Trustee will lease the Leased Property as described in the Lease to the County on an annually renewable basis and the County will make rental payments to the Trustee for the financing of the Projects; and

**WHEREAS**, the County Commission desires to authorize certain other documents and actions in connection therewith;

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

**Section 1. Approval of Delivery of the Certificates.** The County hereby approves the delivery of the Certificates for the purpose of providing for the financing of the costs related to the Projects described herein and to pay the costs of issuing the Certificates, subject to the limits stated herein.

The Certificates (1) shall be delivered in a principal amount not to exceed \$15,500,000, (2) shall bear interest at various rates not to exceed a true interest cost of 3.0%, (3) shall have a final maturity not later than 2031, (4) shall have a weighted average maturity between 5.0 years and 10.0 years, (5) may not be subject to optional prepayment by the County, and (6) shall be sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") with an Underwriter's discount not to exceed 0.675% of the principal amount of the Certificates.

The Certificates shall be issued and secured pursuant to the herein approved Declaration. The Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the herein approved Declaration and the herein approved Certificate Purchase Agreement, subject to the limits stated herein.

**Section 2. Authorization of Documents.** The County is hereby authorized to enter into the following documents (the "County Documents"), in substantially the forms on file with the County, with such changes therein as shall be approved by the officers of the County executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Lease between the Trustee and the County.
- (b) Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), between the County and BOKF, N.A., as Dissemination Agent.
- (c) Certificate Purchase Agreement (the "Purchase Agreement"), between the County and the Underwriter, as purchaser of the Certificates.
- (d) Declaration of Trust (the "Declaration") between the County and the Trustee.
- (e) Tax Compliance Agreement (the "Tax Compliance Agreement") between the County and the Trustee.

**Section 3. Execution of Documents.** The County is hereby authorized to enter into and the Presiding Commissioner, Commissioner District One, Commissioner District Two and the County Clerk of the County Commission are hereby authorized and directed to execute and deliver, on behalf of the County, the County Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**Section 4. Preliminary Official Statement and Official Statement.** The County Commission hereby ratifies and approves the Preliminary Official Statement related to the Certificates, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Presiding Commissioner, Commissioner District One, Commissioner District Two, and the County Clerk of the County Commission are hereby authorized to execute the Official Statement as so supplemented, amended and completed. The County Commission consents to the use and public distribution by the Underwriter of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Certificates. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the County hereby deems the Preliminary Official Statement to be "final" as of its date except for the omission of certain information permitted by the Rule.

**Section 5. Reimbursement.** The County has previously made and expects to make capital expenditures after the date of the adoption of this Order in connection with the Projects, and the County intends to reimburse itself for such expenditures.

**Section 6. No General Liability.** The obligation of the County to make payments under the Lease is subject to annual appropriation and will constitute a current expense of the County. Neither the payments under the Lease nor the Declaration nor the Certificates will in any way be construed to be an indebtedness or liability of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the County, nor will anything contained in the Lease, the Declaration or the Certificates constitute a pledge of the general tax revenues or funds of the County. All provisions of the Lease, the Declaration and the Certificates will be construed so as to give effect to such intent.

**Section 7. Further Authority.** The officers, agents and employees of the County, including each of the County Commissioners and the County Clerk are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Order, and to carry out, comply with and perform the duties of the County

with respect to the County Documents and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 8. M.A.P. Filing Authorization.** The County hereby authorizes Armstrong Teasdale LLP to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

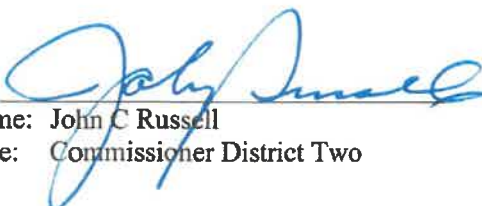
**Section 9. Effective Date.** This Order shall take effect and be in full force immediately after its passage by the County Commission.

[remainder of page intentionally left blank]

**PASSED** by the County Commission this 25 day of March, 2021.

By:   
Name: Bob Dixon  
Title: Presiding Commissioner

By:   
Name: Rusty MacLachlan  
Title: Commissioner District One

By:   
Name: John C Russell  
Title: Commissioner District Two

ATTEST:

  
Name: Shane Schoeller  
Title: County Clerk

<County Seal>

ex3

03.24.21 FB DRAFT

## CERTIFICATE PURCHASE AGREEMENT

relating to

\$ \_\_\_\_\_  
**Greene County, Missouri**  
**Certificates of Participation**  
**(Capital Projects)**  
**Series 2021A**

\$ \_\_\_\_\_  
**Greene County, Missouri**  
**Certificates of Participation**  
**Series 2021B**

March \_\_\_, 2021

Greene County, Missouri  
Greene County Commission  
1433 N. Robberson Street, 10<sup>th</sup> Floor  
Springfield, Missouri 65802-3589

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), hereby offers to purchase from Greene County, Missouri (the "**County**"), a first class county and political subdivision of the State of Missouri (the "**State**"), (a) \$ \_\_\_\_\_ aggregate principal amount of Certificates of Participation (Capital Projects) Series 2021A (the "**Series 2021A Certificates**") and (b) \$ \_\_\_\_\_ aggregate principal amount of Certificates of Participation, Series 2021B (the "**Series 2021B Certificates**," together with the Series 2021A Certificates, the "**Series 2021 Certificates**"). The issuance and sale of the Series 2021 Certificates has been authorized by orders (the "**Orders**") adopted by the County Commission on March 25, 2021. The Series 2021A Certificates are being issued pursuant to the terms of the Indenture of Trust, dated as of September 1, 2018 (the "**Original Series 2021A Indenture**"), as amended and supplemented pursuant to the First Supplemental Indenture of the Trust, dated as of April 1, 2021 (the "**Supplemental Series 2021A Indenture**," together with the Original Series 2021A Indenture, the "**Series 2021A Indenture**"), each between the County and BOKF, N.A., as trustee (the "**Series 2021A Trustee**"). The Series 2021B Certificates are being issued pursuant to the terms of the Declaration of Trust, dated as of April 1, 2021 (the "**Series 2021B Indenture**"), between the County and BOKF, N.A., as trustee (the "**Series 2021B Trustee**"). Capitalized terms not otherwise defined herein have the meaning given such terms in the Series 2021A Indenture and the Series 2021B Indenture (collectively, the "**Indentures**").

Proceeds from the sale of the Series 2021 Certificates will be used to provide funds for the financing of costs related to the design, construction, furnishing, equipping, acquisition and renovation of various capital projects in the County, including, but not limited, to the County's jail (including a new jail and renovation of the existing jail), sheriff's office, operations center, evidence storage and training facility, juvenile courts and detention, and judicial courts facilities and to pay the costs of issuance of the Series 2021 Certificates.

This offer is made subject to your acceptance of this Certificate Purchase Agreement (this "**Agreement**") on or before 5:00 p.m. (central time) on the date hereof. Upon execution and delivery of this Agreement by the County, this Agreement shall be binding upon the County and the Underwriter.

The term "**Transaction Documents**" when used herein shall mean, individually and collectively, the following: the Series 2021 Certificates; the Indentures, the Ground Lease (as defined in the Series 2021A Indenture), the Lease (as defined in the Series 2021A Indenture), the Lease (as defined in the Series 2021B Indenture), this Agreement, the Tax Compliance Agreement (as defined in each Indenture); each Preliminary Official Statement (as hereinafter defined); each Official Statement (as hereinafter defined); the Continuing

Disclosure Agreement related to the Series 2021A Certificates by the County and BOKF, N.A., as dissemination agent (the "**Series 2021A Continuing Disclosure Agreement**") and the Continuing Disclosure Agreement related to the Series 2021B Certificates by the County and BOKF, N.A., as dissemination agent (the "**Series 2021B Continuing Disclosure Agreement**," together with the Series 2021A Continuing Disclosure Agreement, the "**Continuing Disclosure Agreements**"); and any and all other documents or instruments which evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the term "**Transaction Documents**" is used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party thereto, the same shall mean only those Transaction Documents that provide for or contemplate the authorization, execution, delivery, approval or performance by such party.

**1. Purchase and Sale of the Series 2021 Certificates.** Upon the terms and conditions and upon the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, at the Closing Time (as hereinafter defined) the Underwriter agrees to purchase from the Trustee (i) the Series 2021A Certificates at a purchase price of \$\_\_\_\_\_ (which amount is equal to the principal amount of the Series 2021A Certificates, less an Underwriter's discount of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_) (the "**Series 2021A Purchase Price**") and (ii) the Series 2021B Certificates at a purchase price of \$\_\_\_\_\_ (which amount is equal to the principal amount of the Series 2021B Certificates, less an Underwriter's discount of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_) (the "**Series 2021B Purchase Price**," together with the Series 2021A Purchase Price, the "**Purchase Price**"). The Series 2021 Certificates shall (a) be dated their date of execution and delivery, (b) mature on the dates and in the amounts and shall bear interest at the rates and on the dates as provided on **Schedule 1** hereto and as described in the Official Statement, and (c) have such other terms as provided in the related Indenture and as described in the related Official Statement

The County acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the County and the Underwriter and the Underwriter has financial and other interests that differ from those of the County; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County and has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations the Underwriter has to the County with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the County has consulted its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

**2. Public Offering.** The Underwriter intends to make a bona fide public offering of all of the Series 2021 Certificates at prices no higher than, or yields no lower than, set forth on **Schedule 1**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Series 2021 Certificates. The Underwriter agrees to notify the County of such changes that occur prior to the Closing Time, but failure to so notify shall not invalidate such changes. The Underwriter may offer and sell the Series 2021 Certificates to certain dealers (including dealers depositing Series 2021 Certificates into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule 1**. The Underwriter also reserves the right to (a) over allot or effect transactions which stabilize or maintain the market price of the Series 2021 Certificates at levels above those that might otherwise prevail in the open market and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the "**IRS**") or the Securities and Exchange Commission (the "**SEC**") relating to the pricing of the Series 2021 Certificates or (ii) the implementation of future regulations or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Series 2021 Certificates, at the request of the County, the

Underwriter will provide information explaining the factual basis for the Underwriter's representations in the Issue Price Certificate (defined below) other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Date (as defined herein), but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

**3. Establishment of Issue Price for the Series 2021 Certificates.** The Underwriter agrees to assist the County and Special Counsel (as herein defined) in establishing the issue price of the Series 2021 Certificates and shall execute and deliver on the Closing Date an "issue price" or similar certificate (the "**Issue Price Certificate**"), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the County and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Certificates.

Except as otherwise set forth in **Schedule 1** attached hereto, the County will treat the price at which the first 10% of each maturity of the Series 2021 Certificates (the "**10% Test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). At or promptly after the execution of this Agreement, the Underwriter shall report to the County the price at which they have sold to the public the Series 2021 Certificates of each maturity sufficient to satisfy the 10% Test. If, as of the execution of this Agreement, the 10% Test has not been satisfied as to any maturity of the Series 2021 Certificates, the Underwriter agrees to apply the Hold-The-Offering-Price Rule (as defined below) to such maturities. If Series 2021 Certificates constituting the first 10% of a certain maturity are sold at different prices, the Underwriter shall report to the County the prices at which Series 2021 Certificates of such maturity are sold until the Underwriter sell at least 10% of the Series 2021 Certificates of such maturity. The Underwriter's reporting obligation shall continue as set forth above, whether or not the Closing Date has occurred.

The Underwriter confirms that they have offered the Series 2021 Certificates to the public on or before the date of this Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in **Schedule 1** attached hereto, except as otherwise set forth therein. **Schedule 1** also sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2021 Certificates for which the 10% Test has not been satisfied and for which the County and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the Sale Date as the issue price of that maturity (the "**Hold-The-Offering-Price Rule**"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Series 2021 Certificates, the Underwriter will neither offer nor sell unsold Series 2021 Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (ii) the date on which the Underwriter have sold at least 10% of that maturity of the Series 2021 Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the County when they have sold 10% of that maturity of the Series 2021 Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The Underwriter confirms that:

- (a) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2021 Certificates to the public, together with the related pricing wires, contains or

will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) to report the prices at which it sells to the public the unsold Series 2021 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2021 Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2021 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Series 2021 Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2021 Certificates to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(b) any selling group agreement relating to the initial sale of the Series 2021 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2021 Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Series 2021 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2021 Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2021 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer.

The County acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (a) in the event a selling group has been created in connection with the initial sale of the Series 2021 Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2021 Certificates, and (b) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2021 Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2021 Certificates. The County further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2021 Certificates.

The Underwriter acknowledges that sales of any Series 2021 Certificates to any person that is a related party to an underwriter participating in the initial sale of the Series 2021 Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of the above:

(a) "public" means any person other than an underwriter or a related party,

(b) "underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 Certificates to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Series 2021

Certificates to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Series 2021 Certificates to the public), and

(c) a purchaser of any of the Series 2021 Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

#### **4. Delivery of and Payment for the Series 2021 Certificates.**

(a) At or prior to 12:00 p.m. (central time) (the “**Closing Time**”), on April \_\_, 2021 (the “**Closing Date**”), the County shall deliver or cause to be delivered to the Underwriter the Series 2021 Certificates, in book-entry form and represented by one or more global certificates for each stated maturity, duly executed by the Trustee, together with the other documents hereinafter mentioned; and, subject to the conditions contained herein, the Underwriter shall accept such delivery and pay the Purchase Price, plus accrued interest on the Series 2021 Certificates, if any, from the dated date to, but not including, the Closing Date, by electronic transfer, in immediately available funds payable to the order of the Trustee for the account of the County.

(b) Payment for the Series 2021 Certificates shall be made as set forth in **Section 1** and delivery of the documents described in **Section 8(b)** shall be made in Kansas City, Missouri, New York, New York or such other place as is mutually agreed to by the County and the Underwriter. Such payment and the related delivery is herein called the “**Closing**.” The Series 2021 Certificates shall be delivered as fully-registered certificates, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), which will act as securities depository for the Series 2021 Certificates.

(c) Notwithstanding anything in this section to the contrary, the Underwriter shall have the right to delay the Closing and reschedule the Closing Date if, subsequent to the date hereof, and at any time prior to the Closing, a material disruption in securities settlement, payment or clearance services affecting the Series 2021 Certificates shall have occurred. The Closing Date shall be rescheduled to a date mutually agreed upon in writing by the County, the Trustee and the Underwriter once the material disruption has been alleviated.

(d) After execution by the Trustee, the Series 2021 Certificates shall be held in safe custody at DTC or by the Trustee, as “FAST” agent of DTC.

(e) It is anticipated that CUSIP identification numbers will be printed on the Series 2021 Certificates, but neither the failure to print such numbers on any Series 2021 Certificate nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Series 2021 Certificates.

#### **5. Preliminary Official Statement and Official Statement.**

(a) The County hereby ratifies and consents to the distribution and use by the Underwriter on or before the date hereof, (i) in connection with the offering of the Series 2021A Certificates of the Preliminary Official Statement dated March 23, 2021 (the “**Series 2021A Preliminary Official Statement**”) and (ii) in connection with the offering of the Series 2021B Certificates of the Preliminary Official Statement dated March 23, 2021 (the “**Series 2021B Preliminary Official Statement**,” together with the Series 2021A Preliminary Official Statement, the “**Preliminary Official Statements**”). The County further confirms the

authority of the Underwriter to use, and consents to the use of, the final Official Statements (defined below) with respect to the Series 2021 Certificates in connection with the public offering of the Series 2021 Certificates. The County represents and warrants that the Preliminary Official Statements previously furnished to the Underwriter was "deemed final" by the County as of its date for purposes of Rule 15c2-12(b)(1) (the "**Rule**"), promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the purchaser and other terms of the Series 2021 Certificates depending on such matters, and the County hereby reaffirms that each Preliminary Official Statement is deemed final for purposes of the Rule.

(b) The County shall provide, or cause to be provided, to the Underwriter within seven (7) business days after the date of this Agreement, or two (2) business days prior to the Closing Date, whichever comes first, a final Official Statement, dated March \_\_, 2021 relating to each series of the Series 2021 Certificates (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Series 2021 Certificates are herein called the "**Official Statements**") duly executed by the County in sufficient quantity to permit the Underwriter to comply with any applicable rules of the Municipal Securities Rulemaking Board (the "**MSRB**") and any state regulatory authority. The County shall prepare the Official Statement, including any amendments thereto, in word searchable PDF format as described in the MSRB's Rule G-32 ("**Rule G-32**") and shall provide the electronic copy of the word searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32.

(c) The County hereby authorizes the Underwriter to file, and the Underwriter hereby agrees to file, each Official Statement and any supplement or amendment thereto with the Electronic Municipal Market Access System operated by the MSRB.

(d) No tombstone or other advertisement of the sale of the Series 2021 Certificates by the Underwriter shall be published, unless such tombstone or other advertisement is submitted first to the County, and the County approves such tombstone or other advertisement in writing, which approval shall not be unreasonably withheld.

(e) In order to assist the Underwriter in the marketing of the Series 2021 Certificates, the County will undertake pursuant to each Continuing Disclosure Agreement to provide certain annual financial information and operating data and notices of the occurrence of certain events. The County has complied with its previous continuing disclosure obligations under the Rule except to the extent disclosed in the Preliminary Official Statements and the Official Statements.

(f) If, after the date of this Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when each Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the County shall occur, or come to the attention of the County, the County shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Special Counsel or the Underwriter, to amend or supplement an Official Statement in order to make such Official Statement not misleading in the light of the circumstances then existing, the County will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to such Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement such Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the County. Thereafter, all references to and representations regarding such Official Statement contained herein shall refer to or regard such Official Statement as so amended or supplemented. For the purpose of this section, the County will furnish to the

Underwriter such information with respect to the County as the Underwriter may from time to time reasonably request. If notification is given by the County, or such information comes to the attention of the Underwriter, after the Closing Date, the County shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to an Official Statement

**6. County's Representations and Warranties.** By its acceptance hereof the County hereby represents and warrants to, and agrees with, the Underwriter as follows:

(a) Status of the County. The County is and will be on the Closing Date (as herein defined) a first class county and a political subdivision of the State created and existing under the laws of the State and has all the necessary power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Official Action. By official action of the County prior to the Closing Time, the County will have duly authorized all necessary action to be taken for (i) the execution and delivery of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the County in order to carry out, give effect to and consummate the transactions contemplated hereby or by the Official Statements; and (ii) the carrying out, giving effect to and consummation of the transactions contemplated hereby. The County has duly authorized all necessary action to be taken for the execution and delivery of this Agreement and has approved the maturity dates, interest rates, principal amounts and prepayment provisions of the Series 2021 Certificates. Executed counterparts of the documents to which the County is a party will be delivered to the Underwriter by the County at the Closing Time.

(c) Documents Legal, Valid and Binding. The Transaction Documents, when executed and delivered by the County, will be the legal, valid and binding obligations of the County enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the County and further subject to the availability of equitable remedies.

(d) No Litigation. There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the County's knowledge, threatened against or affecting the County (or, to the County's knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the transactions contemplated hereby or the validity or enforceability of the Series 2021 Certificates, this Agreement or any agreement or document which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(e) No Conflict or Breach. The County is not in breach of or default under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (A) any applicable law, administrative regulation, judgment or decree or (B) under the terms of any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the

creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the County (1) under the terms of any such law, administrative regulation, judgment or decree or (2) under the terms of any such loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Transaction Documents.

(f) Preliminary Official Statements and Official Statements True and Correct. The descriptions and information contained in the Preliminary Official Statements and the Official Statements are, and as of their respective dates and on the Closing Date, shall be true and correct in all material respects and do not and, as of the Closing Date, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading (except for the omission of such information in each Preliminary Official Statement as is permitted by the Rule). Notwithstanding the foregoing, the County makes no representations with respect to disclosures provided by the Underwriter or disclosures included in the section of each Preliminary Official Statement and each Official Statement captioned "BOOK-ENTRY ONLY SYSTEM."

(g) County Certificate. Any certificate signed by an authorized official of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter as to the statements made therein.

(h) County Representations. To the County's knowledge, each of the County's representations and warranties in the Transaction Documents are true and correct as of the date hereof and, at the Closing Time, will be true and correct.

(i) No Default Under Transaction Documents. No event has occurred and is continuing which with the lapse in time or the giving of notice, or both, would constitute an Event of Default under the Transaction Documents.

(j) Use of Proceeds of the Series 2021 Certificates. The County represents and warrants that the proceeds of the Series 2021 Certificates shall be used as provided in the Transaction Documents. The County shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Series 2021 Certificates being applied in a manner other than as provided in the Transaction Documents and as described in each Preliminary Official Statement and each Official Statement.

(k) Securities Law Cooperation. The County agrees to cooperate with the Underwriter in any reasonable endeavor to qualify the Series 2021 Certificates for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the County shall not be required with respect to the offer or sale of the Series 2021 Certificates, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The Underwriter shall pay all expenses and costs incurred in connection therewith. The County consents to the use of drafts of the Preliminary Official Statements, the Preliminary Official Statements and drafts of the Official Statements prior to the availability of the Official Statements, by the Underwriter in obtaining such qualifications, subject to the right of the County to withdraw such consent for cause by written notice to the Underwriter.

(l) Financial Statements. The financial statements of the County included as Appendix B to each Preliminary Official Statement and each Official Statement and any other later available unaudited financial data of the County furnished to the Underwriter, except as noted therein, present fairly the financial position of the County as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The

financial statements have been prepared in accordance with generally acceptable accounting principles. The County has not, since December 31, 2019, incurred any material liabilities and since such date there has been no material adverse change in the financial position of the County or the operation by the County of its property other than as may be set forth in the Preliminary Official Statements and the Official Statements.

Since December 31, 2019, except as described in the Preliminary Official Statements and the Official Statements, (i) the County has not sustained any loss or interference with its business from fire, explosion, flood or any labor dispute or court or governmental action, order or decree; and (ii) there has been no material decrease in the County's fund balances, no increase in short-term debt or long-term debt of the County and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the County, which in any such case described in clause (i) or (ii) is material to the County.

(m) Supplements to Official Statement. If an Official Statement is supplemented or amended pursuant to subsection (n) of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing Date, the information contained in such Official Statement as provided in subsection (f) of this section as so supplemented or amended shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) Subsequent Events. If between the date of an Official Statement and the Closing Date, any event shall occur which might or would cause the information contained in an Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall notify the Underwriter thereof, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall at its expense supplement or amend such Official Statement in a form and in a manner approved by the Underwriter.

(o) Continuing Disclosure. The County will undertake, pursuant the Continuing Disclosure Agreements, to provide certain annual financial and operating information as required under the Continuing Disclosure Agreements, and notices of the occurrence of certain events. A description of this undertaking is set forth in each Preliminary Official Statement and will also be set forth in each Official Statement. Except as set forth in the Preliminary Official Statements and the Official Statements, the County has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure undertaking or agreement under the Rule.

(p) Title to the Leased Property. The County has good and marketable fee title to the Leased Property (as such term is defined in the Series 2021A Indenture).

**7. Reserved.**

8. **Conditions to Closing.** The Underwriter's obligations hereunder shall be subject to the due performance by the County of its obligations and agreements to be performed hereunder and under the Transaction Documents at or prior to the Closing Time and to the accuracy of and compliance with the County's representations and warranties contained herein and in the Transaction Documents, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) At the Closing Time,

(i) The Series 2021 Certificates shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the County, the Underwriter and the Trustee;

(ii) The proceeds of the sale of the Series 2021 Certificates shall have been deposited and applied as described in the Indenture;

(iii) The County shall have duly adopted and there shall be in full force and effect such resolutions or orders as, in the opinion of Special Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(iv) The Transaction Documents shall have been duly authorized, executed and delivered, shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, the County and the Trustee.

(b) At or prior to the Closing Time, unless otherwise agreed to by the Underwriter in writing, the Underwriter shall receive the following documents, certificates and opinions (unless otherwise specified) in form and substance satisfactory to the Underwriter:

(i) Special Counsel Opinions and Letters. The approving opinion of Armstrong Teasdale LLP ("Special Counsel"), dated the Closing Date, and the disclosure counsel opinion of Special Counsel serving in its role as disclosure counsel to the County, dated the Closing Date, with respect to each series of the Series 2021 Certificates;

(ii) Underwriter's Counsel Opinion. The opinion of FisherBroyles, LLP, counsel to the Underwriter, dated as of the Closing Date;

(iii) County Certificate. A certificate, in form and substance satisfactory to the Underwriter, of the County, dated as of the Closing Date for the Series 2021 Certificates, to the effect that (A) since the date of the Preliminary Official Statements there has not been any material adverse change in the business, properties, financial condition or results of operations of the County, whether or not arising from transactions in the ordinary course of business, from that set forth in the Preliminary Official Statements, (B) there is no action, suit, proceeding or, to the knowledge of the County, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the County, threatened against or affecting the County, its officers or its property or, to the knowledge of the County, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Indentures, or the Official Statements or the validity or enforceability of any Transaction Document, which are not disclosed in the Official Statement, (C) to the knowledge of the County, the information contained in each Official Statement related to the County is true in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, (D) the County has duly authorized, by all necessary action, the execution, delivery and due performance by the County of this Agreement and the

other Transaction Documents to which it is a party, and (E) the representations and warranties of the County set forth herein were accurate and complete as of the date hereof and are accurate and complete as of the date of such certificate;

- (iv) Specimen Certificate. A specimen of the Series 2021 Certificates;
- (v) Transaction Documents. Executed copies of the Transaction Documents;
- (vi) Official Statement. Each Official Statement executed and approved on behalf of the County by its duly authorized official thereof and a copy of each Preliminary Official Statement;
- (vii) County Orders. The Orders authorizing and approving the execution and delivery of the Transaction Documents and the execution and delivery of the Series 2021 Certificates;
- (viii) Form 8038-G. A completed and executed Form 8038-G with respect to each series of the Series 2021 Certificates;
- (ix) Rating. A letter from Moody's Ratings Service, Inc. (the "**Rating Agency**"), assigning a rating of "Aa3", to the Series 2021 Certificates based on the creditworthiness of the County;
- (x) Trustee's Receipt. A receipt of the Trustee for the purchase price of the Series 2021 Certificates on behalf of the County;
- (xi) Other Closing Materials. Such additional certificates and other documents as the Underwriter or Special Counsel may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indentures and the Leases, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

The documents to be delivered to the Underwriter pursuant to this Agreement shall be deemed to be in compliance with the conditions of this Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in a writing signed by the Underwriter.

If any party shall be unable to satisfy the above conditions (unless waived by the other parties hereto) to the obligations of such party to this Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and none of the parties hereto shall be under further obligation hereunder except as provided in **Sections 4 and 11** hereof.

**9. The Underwriter's Right to Cancel.** The Underwriter shall have the right to cancel its obligation to purchase the Series 2021 Certificates and to terminate this Agreement by written notice to County and the Trustee, prior to the Closing Time, if, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

- (a) the market price or marketability of the Series 2021 Certificates, or the ability of the Underwriter to enforce contracts for the sale of the Series 2021 Certificates, shall be materially adversely affected by any of the following events:
  - (i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court

of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2021 Certificates; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2021 Certificates or the Transaction Documents, or any comparable securities of the County, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the County shall have occurred; or

(vi) any rating on the Series 2021 Certificates or any other securities of the County is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in an Official Statement (other than any statement provided by the Underwriter) or is not reflected in an Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the County refuses to permit such Official Statement to be supplemented to supply such statement or information, or the effect of such Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Series 2021 Certificates or the ability of the Underwriters to enforce contracts for the sale of the Series 2021 Certificates; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Series 2021 Certificates shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2021 Certificates, including the underlying obligations as contemplated by this Agreement or by the Official Statements, or any document relating to the issuance, offering or sale of the Series 2021 Certificates, is or would be in violation of any provision of the federal securities laws at the Closing Date, including The Securities Act of 1933, as amended, The Securities Exchange Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the County and the Underwriter under this Agreement shall terminate, without further liability, except that the County and the Underwriter shall pay their respective expenses as set forth in **Section 11** of this Agreement.

**10. Representations, Warranties and Agreements to Survive Delivery.** All of the representations, warranties, and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of the Series 2021 Certificates to the Underwriter, regardless of any investigations made by the Underwriter.

**11. Payment of Expenses.** Whether or not the Series 2021 Certificates are sold to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), the Underwriter shall be under no obligation to pay any expenses incident to the performance of the County's obligations hereunder. If the Series 2021 Certificates are delivered to the Underwriter, all expenses and costs to effect the authorization, preparation, execution and delivery of the Series 2021 Certificates (including, without limitation, the fees and disbursements of Special Counsel, the fees and disbursements of Underwriter's counsel, the fees and disbursements of the Underwriter in connection with the offering and sale of the Series 2021 Certificates, the charges of any rating agency in connection with the Series 2021 Certificates and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2021 Certificates, this Agreement and all other agreements and documents contemplated hereby) shall be paid by the County out of the proceeds of the Series 2021 Certificates.

**12. Notices.** Any notice or other communication to be given to the County or the Underwriter under this Agreement may be given by mailing or delivering the same in writing to such parties at the following addresses:

(a) To the County:

Greene County, Missouri  
Greene County Commission  
1433 N. Robberson Street, 10<sup>th</sup> Floor  
Springfield, Missouri 65802-3589

(b) To the Underwriter:

Stifel, Nicolaus & Company, Incorporated  
4801 Main Street, Suite 530  
Kansas City, Missouri 64112  
Attention: Michael Short

**13. Applicable Law; Nonassignability.** This Agreement shall be governed by the laws of the State. This Agreement shall not be assigned by the County or the Underwriter.

**14. Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded an original and all of which shall constitute one and the same document.

**15. Rights Hereunder.** This Agreement is made for the benefit of the County and the Underwriter (including the successors of the Underwriter) and no other person including any purchaser of the Series 2021 Certificates shall acquire or have any rights hereunder or by virtue hereof.

**16. Third-Party Beneficiary.** The County agrees that the Underwriter is and shall be a third-party beneficiary of any and all representations and warranties made by the County in the Transaction Documents, to the same effect as if the County had made such representations and warranties to the Underwriter in this Agreement. The Underwriter agrees that the County is and shall be a third-party beneficiary of any and all representations and warranties made by the Underwriter in the Transaction Documents to the same effect as if the Underwriter had made such representations and warranties to the County in this Agreement.

**17. Amendments.** No modification, alteration or amendment to this Agreement shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties.

**18. Transaction Conducted by Electronic Means.** The transactions provided in this Agreement may be conducted and related documents may be executed, sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterpart of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

**19. Anti-Boycott of Israel.** By entering into this Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter acknowledges that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

**20. Effective Date.** This Agreement shall become effective upon acceptance hereof by the County.

*(Remainder of this page intentionally left blank)*

**SCHEDULE I  
TO  
BOND PURCHASE AGREEMENT**

**\$ \_\_\_\_\_  
Greene County, Missouri  
Certificates of Participation  
(Capital Projects)  
Series 2021A**

Maturity Schedule

Redemption Provisions

\$ \_\_\_\_\_  
**Greene County, Missouri**  
**Certificates of Participation**  
**Series 2021B**

Maturity Schedule

Redemption Provisions

**EXHIBIT A  
TO  
BOND PURCHASE AGREEMENT**

**UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE**

\$ \_\_\_\_\_  
**Greene County, Missouri  
Certificates of Participation  
(Capital Projects)  
Series 2021A**

\$ \_\_\_\_\_  
**Greene County, Missouri  
Certificates of Participation  
Series 2021B**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "**Original Purchaser**"), as the original purchaser of (i) the above-described Certificates of Participation (Capital Projects), Series 2021A (the "**Series 2021A Certificates**") being issued pursuant to the terms of the Indenture of Trust, dated as of September 1, 2018 (the "**Original Series 2021A Indenture**"), as amended and supplemented pursuant to the First Supplemental Indenture of the Trust, dated as of April 1, 2021 (the "**Supplemental Series 2021A Indenture**," together with the Original Series 2021A Indenture, the "**Series 2021A Indenture**"), each between the County and BOKF, N.A., as trustee, and (ii) the above-described Certificates of Participation, Series 2021B (the "**Series 2021B Certificates**," together with the Series 2021A Certificates, the "**Series 2021 Certificates**"), being issued pursuant to the terms of the Declaration of Trust, dated as of April 1, 2021 (the "**Series 2021B Indenture**," together with the Series 2021A Indenture, the "**Indentures**"), between the County and BOKF, N.A., as trustee, on the date of this Certificate, certifies and represents as follows:

**1. Purchase Contract.** The Original Purchaser and the County have entered into a Certificate Purchase Agreement (the "**Purchase Contract**"), dated March \_\_, 2021 (the "**Sale Date**"), providing for the purchase by the Original Purchaser of the Series 2021 Certificates.

**2. Receipt for Series 2021 Certificates.** We acknowledge receipt on the date hereof of the Series 2021 Certificates, consisting of fully registered Series 2021 Certificates, each series of which are numbered from R-1 consecutively upward, in authorized denominations of \$5,000 or integral multiples thereof and delivered pursuant to the related Indenture.

**3. Compliance with the Purchase Contract.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Purchase Contract prior to or on the date of the delivery of and payment for the Series 2021 Certificates (except to the extent we have waived or consented to modification of certain provisions thereof), and that the County has in all respects complied with and satisfied all of its obligations to us which are required under the Purchase Contract to be complied with and satisfied on or before the date hereof.

**4. Issue Price.** For purposes of this section the following definitions apply:

"**Effective Time**" means the time on the Sale Date that the Purchase Contract to purchase the Series 2021 Certificates became enforceable.

"**Holding Period**" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (a) the close of the fifth (5<sup>th</sup>) business day after the Sale Date; or

(b) the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Series 2021 Certificates to the Public at one or more prices that are no higher than the Initial Offering Price. ■

“**Initial Offering Price**” means the price listed on **Schedule A** for each Maturity.

“**Maturity**” means Series 2021 Certificates with the same credit and payment terms; Series 2021 Certificates with different maturity dates, or Series 2021 Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

“**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“**Undersold Maturity**” or “**Undersold Maturities**” means any Maturity for which less than 10% of the principal amount of Series 2021 Certificates of that Maturity were sold as of the Effective Time.

“**Underwriting Firm**” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 Certificates to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Series 2021 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 Certificates to the Public).

The Original Purchaser represents as follows:

1. Attached to **Schedule A** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time, all the Series 2021 Certificates were the subject of an initial offering to the Public.
3. As of the Effective Time, none of the Series 2021 Certificates were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. ■As of the Effective Time, there were no Undersold Maturities.\*] [\*For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell the Series 2021 Certificates of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above. ■

We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Armstrong Teasdale LLP, as Special Counsel to the County.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: April \_\_, 2021

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED**, as underwriter

By: \_\_\_\_\_  
Managing Director

By: \_\_\_\_\_  
Director – Municipal Syndicate

**SCHEDULE A**

**\$ \_\_\_\_\_  
Greene County, Missouri  
Certificates of Participation  
(Capital Projects)  
Series 2021A**

**\$ \_\_\_\_\_  
Greene County, Missouri  
Certificates of Participation  
Series 2021B**

[pricing schedule to be inserted]

- \* Undersold Maturity (to which the Hold the Offering Price rule applies); all other maturities are General Rule Maturities

**ATTACHMENT 1**

**PRICING WIRE**

*(See attached)*

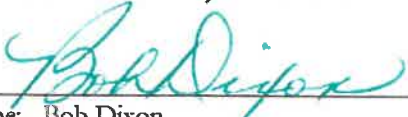
Very truly yours,


**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED**

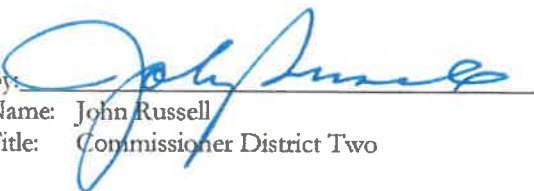
By: \_\_\_\_\_  
Name: Michael Short  
Title: Managing Director – Public Finance

Accepted and agreed to as of  
the date first above written:

**GREENE COUNTY, MISSOURI**

By:   
Name: Bob Dixon  
Title: Presiding Commissioner

By:   
Name: Rusty Maclachlan  
Title: Commissioner District One

By:   
Name: John Russell  
Title: Commissioner District Two

ex4



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

**CONTRACT #:** 19-1047

**RFP NO:** 19-10691

**TITLE:** Workers' Compensation Insurance Brokerage Services

**AMENDMENT ISSUE DATE:** 03.11.2021

**CONTACT:** Laura Merriman

**PHONE:** (417)868-4014

**E-MAIL:** lmerriman@greenecountymo.gov

**AMENDMENT NUMBER 1 TO AGREEMENT FOR CONTRACT SERVICES**

This Amendment Number 1 to Agreement for Contract Services (the "First Amendment") is made and entered into as of March 11, 2021 by and between the County of Greene, ("County") and Connell Insurance Inc. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of April 3<sup>rd</sup>, 2019 County of Greene contract #19-1047 (the "Agreement").

- Purpose:**
1. The expiration date of the Agreement is changed from April 3<sup>rd</sup>, 2021 to January 1, 2022.  
This renewal is an exception to the original agreement in that it will thus allow for an alternate extension period.
  2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

**COUNTY OF GREENE**

By: Laura Merriman  
Purchasing Director

Date: 3.12.2021

By: [Signature]  
Greene County Administrator

Date: 25 March 2021

**CONNELL INSURANCE INC.**

By: [Signature] 03/11/2021  
Signature Date

Title: Producer / Consultant

eks

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS **SECOND AMENDMENT TO LEASE AGREEMENT** ("Second Amendment") between **Lester E. Cox Medical Centers**, a Missouri not-for-profit corporation doing business as Cox Medical Centers ("Cox" or "Landlord"), and the **Greene County Prosecuting Attorney and specifically, the Springfield Regional Prosecutors' Child Support Office** ("Tenant"), is effective this \_\_\_\_ day of February, 2021.

WHEREAS, the parties entered into a LEASE AGREEMENT with an effective date of November 21, 2011 ("Lease");

WHEREAS, the parties entered into a FIRST AMENDMENT TO LEASE AGREEMENT to alter the CPI calculation language to make it more convenient for both parties; and

WHEREAS, the parties now desire to again amend the Lease to allow for one (1) additional renewal terms.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Article II, Section 2.2, Renewal, is stricken and deleted in its entirety and replaced with the following:

2.2 Renewal. Following the Original Term of this Lease and provided Tenant is not in default hereunder, Tenant shall have the option to renew this Lease for six (6) additional one (1) year terms after the expiration of the Original Term of this Lease (the "Renewal Term(s)"). In order to exercise its option to renew as stated herein, Tenant must give Landlord at least sixty (60) days written notice of Tenant's election to exercise its option to renew prior to the expiration of the Original Term or the expiration of any Renewal Term (whichever is applicable). Tenant's failure to exercise the first (1<sup>st</sup>) Renewal Term as provided for herein, shall terminate Tenant's right to exercise any remaining Renewal Term. If Tenant is at any time in default of any provision of this Lease during any Renewal Term, Tenant's option to renew this Lease for an additional Renewal Term shall be void and of no further force and effect. The provisions of this Lease will govern the relationship between the parties during each Renewal Term, except that the Base Rental will be adjusted as provided below. (The Original Term and the Renewal Terms shall sometimes be referred to herein collectively as the "Term").

By: Rusty MacLachlan  
Name: Rusty MacLachlan  
Title: Commissioner, Greene County, 1st District

3/25/2021  
Date

By: John C. Russell  
Name: John C. Russell  
Title: Commissioner, Greene County, 2nd District

3/25/2021  
Date

Attest

By: Shane Schoeller  
Name: Shane Schoeller  
Title: Greene County Clerk

March 29, 2021  
Date

APPROVED AS TO FORM;

By: John Housley  
Name: John Housley  
Title: Greene County Counselor

3-9-21  
Date

#### Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

By: Cindy Stein  
Name: Cindy Stein  
Title: Greene County Auditor

4/1/2021  
Date