

**COUNCIL WORKSHOP MEETING
TUESDAY, JANUARY 2, 2024 – 6:00 P.M.
COUNCIL CHAMBER
405 JEFFERSON STREET
WASHINGTON, MO**

INTRODUCTORY ITEMS:

Roll call/Pledge of Allegiance

ACTION:

1. APPROVAL OF MINUTES:

Approval of the December 4, 2023, Budget Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

3. REPORT OF DEPARTMENT HEADS:

A. Administration Department -

a. Compensation & Classification Study Agreement

Discuss-Send to Council

B. Engineering Department –

a. Earth Crest Extension – Supplemental Agreement #2

Discuss-Send to Council

C. Police Department -

a. Flock Group, Inc. Agreement

Discuss-Send to Council

D. Street Department -

a. Forklift Purchase

Discuss-Send to Council

4. EXECUTIVE SESSION:

Public vote on whether or not to hold a closed meeting to discuss personnel, legal or real estate matters pursuant to Section 610.021 RSMo (2000)

ROLL CALL VOTE

5. ADJOURNMENT:

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
MONDAY, DECEMBER 4, 2023**

The Council Workshop Meeting was held on Monday, December 4, 2023, at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:		Doug Hagedorn	Present
Council Members:	Ward I	Al Behr	Present
		Duane Reed	Present
	Ward II	Mark Hidritch	Present
		Mark Wessels	Present
	Ward III	Chad Briggs	Absent
		Jeff Patke	Absent
	Ward IV	Mike Coulter	Present
		Joe Holtmeier	Present

Also Present:	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Manager	Shauna Pfitzinger
	Library Director	Nelson Appell
	Finance Director	Mary Sprung
	Building Official	Blake Marquart
	Public Works Superintendent	Kevin Quaethem
	Street Superintendent	Tony Bonastia
	City Planner/GIS Specialist	Sarah Skeen
	City Engineer	Charles Stankovic
	Economic Development Director	Sal Maniaci
	Emergency Management Director	Justin Frankenberg
	Fire Chief	Tim Frankenberg
	Police Chief	Jim Armstrong

Approval of Minutes

A motion to approve the minutes from the November 6, 2023, Workshop meeting as presented made by Wessels seconded by Holtmeier, passed without dissent.

Presentations

A. 2024 Insurance Renewal

City Administrator Darren Lamb and Human Resources Manager Shauna Pfitzinger discussed and presented the 2024 Insurance Renewal and the changes for the upcoming year. Brief discussions ensued regarding new insurance rates for employees and performance rebates.

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December 4, 2023

Report of Department Heads

A. Building Department-

a. Building Code Amendments

December 4, 2023

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

*RE: 2021 Building Code Adoption,
2023 Building Code Fee Schedule Update*

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The City of Washington currently follows the 2015 addition of the International Code Council (ICC) codes. To stay current with the ISO grading schedule and assist with maintaining the City's ISO rating of 3, I am proposing to adopt the 2021 ICC codes. These changes would take effect January 1, 2024.

In conjunction with the adoption of the new ICC building codes, I propose to update the Fee Schedule for Construction and Occupancy within the City of Washington. The Fee Schedule was last updated in 2003 for general fees and 2016 for the construction multiplier, which set the rate at \$3.00 per \$1,000.00 of construction cost. The rate of \$3.00 per \$1000.00 will not change, however, the minimum charges will change to the updates shown on the attached charts. I have compared the City of Washington rates to 9 other local municipalities. With the proposed changes, we will be equal to or less than 7 of those 9 municipalities.

Cost of Project:

There is no additional cost to the city for adoptions of these codes.

Copies of the above codes with local amendments and fee schedules will be available at the Washington public library, and in the Engineering Department.

If you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,

Blake E. Marquart

Building Official

City Administrator Darren Lamb and Building Official Blake Marquart discussed the code changes and fees. After a brief discussion, a motion to forward to Council made by Holtmeier, seconded by Coulter, passed without dissent.

B. Economic Development Department-

a. EDA Grant Administration Contract

November 28, 2023

Mayor & City Council

City of Washington

Washington, MO 63090

Re: EDA Grant Administration

Mayor & City Council,

On your agenda for the December 4th 2023 meeting is a contract with Boonslick Regional Planning Commission (BRPC) to serve as our grant administrator for the EDA grant the City received in

December 4, 2023

September. The contract is to not exceed \$25,000 and is in the 2023-2024 budget under the Oldenburg Industrial Park improvements.

The contract will allow BRPC to assist staff with federal grant compliance guidelines including but not limited to project, financial, and construction management. This ensures all progress reports, payment requests, and wage tracking data is sent to EDA as needed. A detailed scope of work is attached to the ordinance.

City Administrator Darren Lamb and Community and Economic Development Director Sal Maniaci discussed the contract. After a brief discussion, a motion to forward to Council made by Holtmeier, seconded by Behr, passed without dissent.

C. Engineering Department-

a. Highway 100/Rabbit Trail Project Agreement

November 27, 2023

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

RE: Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation, CMAQ-6400(628)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation Project. These improvements would consist of:

- Highway 100/International Intersection-construct new southbound right turn lane
- Highway 100/Rabbit Trail Intersection-relocate Phoenix Center Drive south to align with the existing Planet Fitness commercial driveway on the west side of Rabbit Trail Drive, increasing the length of northbound vehicle storage from 100' to 330' and alleviating the congestion and safety concerns at the existing location of Phoenix Center Drive
- Connect the existing sidewalk along the east side of International Avenue to the signal at Highway 100 with a sidewalk continuing down the east side of Rabbit Trail Drive to the relocated Phoenix Center Drive intersection.

The below table outlines the anticipated costs and reimbursement amounts with total federal participation of \$1,867,200 and total City costs of \$466,800.

Activity	Starting Federal Fiscal Year	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE/Planning/Environmental Studies	FY 2024	\$280,080	\$224,064	\$56,016	20.00%
Right-of-Way (ROW)	FY 2025	\$250,000	\$200,000	\$50,000	20.00%
Construction Engineering	FY 2027	\$186,720	\$149,376	\$37,344	20.00%
Total Project Cost		\$2,334,000	\$1,867,200	\$466,800	20.00%

December 4, 2023

Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:

The current schedule is for construction in 2026 or 2027. This ordinance is contingent upon MoDOT approval. We currently have MoDOT preliminary approval with final approval anticipated after City approval.

Respectfully submitted,
 Andrea F. Lueken, P.E.
 Assistant City Engineer

City Engineer Charles Stankovic discussed the agreement. After a discussion, a motion to forward to Council made by Wessels, seconded by Holtmeier, passed without dissent.

b. Third Street Project Agreement

November 27, 2023

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

RE: Third Street Project, STP-6401(603)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the Third Street Project. These improvements between High Street and Jefferson Street would consist of:

- Full width pavement milling with 2" asphalt overlay
- Sidewalk and curb and gutter upgrades including ADA accessibility upgrades

The below table outlines the anticipated costs and reimbursement amounts with total federal participation of \$2,061,754 and total City costs of \$515,439.

Activity	Starting Federal Fiscal Year	Total Phase Cost	STP-S Funds Requested	Sponsor Share	Sponsor Share Percentage
PE/Planning/ Environmental Studies	FY 2025	\$219,342	\$175,474	\$43,868	20.00%
Right-of-Way (ROW)	FY 2026	\$25,000	\$20,000	\$5,000	20.00%
Construction Engineering	FY 2027	\$111,088	\$88,870	\$22,218	20.00%
Construction/ Implementation	FY 2027	\$2,221,763	\$1,777,410	\$444,353	20.00%
Total Project Cost		\$2,577,193	\$2,061,754	\$515,439	20.00%

Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:

Local Transportation Sales Tax – \$515,439

December 4, 2023

The current schedule is for construction in 2027. This ordinance is contingent upon MoDOT approval. We currently have MoDOT preliminary approval with final approval anticipated after City approval.

*Respectfully submitted,
Andrea F. Lueken, P.E.
Assistant City Engineer*

City Engineer Charles Stankovic discussed the agreement. After a brief discussion, a motion to forward to Council made by Holtmeier, seconded by Wessels, passed without dissent.

D. Finance Department-

a. 2022-2023 Budget Amendments

Memo

To: Mayor and City Council

From: Mary Sprung

Date: December 4, 2023

Re: Budget Amendments

Included in your packet are 2 budget amendments.

The first amendment is for FY2023 to adjust revenue and expenditures that were either higher or lower than anticipated and to correct items for the upcoming audit.

The second amendment is for FY2024 to rebudget items from 2023 that weren't originally included and some items that needed to be carried over due to timing of projects, etc.

I will be at the Council Meeting to discuss and answer any questions.

Finance Director Mary Sprung discussed the budget amendment. After a brief discussion, a motion to forward to Council made by Wessels, seconded by Behr, passed without dissent.

b. 2023-2034 Budget Amendments

Memo

To: Mayor and City Council

From: Mary Sprung

Date: December 4, 2023

Re: Budget Amendments

Included in your packet are 2 budget amendments.

The first amendment is for FY2023 to adjust revenue and expenditures that were either higher or lower than anticipated and to correct items for the upcoming audit.

The second amendment is for FY2024 to rebudget items from 2023 that weren't originally included and some items that needed to be carried over due to timing of projects, etc.

I will be at the Council Meeting to discuss and answer any questions.

Finance Director Mary Sprung discussed the budget amendment. After a brief discussion, a motion to forward to Council made by Wessels, seconded by Holtmeier, passed without dissent.

c. Financial Policy Manual Revisions

Memo

Mayor and City Council

From: Mary Sprung

Date: December 4, 2023

Re: Financial Policy Manual Update

December 4, 2023

The Financial Policy Manual included in your packet for approval tonight contains all the current policies of the City combined in one manual. This process has been going on for 3 years. Many of the policies did not change or had only minor or cosmetic changes. All of the policy changes have been reviewed by the Finance Committee. The only policy which has a redline version is the purchasing policy because it is the most recent policy that has been reviewed. The other policies were updated before we were doing the redlined version. The big changes are highlighted below.

*Fund Balance Policy:
We are recommending the minimum unassigned fund balance of the General Fund to increase from 15 to 25%. The GFOA recommends a minimum of 2 months (17%) of operating expenditures to be maintained. When rating agencies review our bond rating, they prefer this to be higher so we are recommending 25% for the general fund which will now match the Enterprise funds which are already at 25%.*

*Purchasing Policy:
The last time it was updated was 2017.
Both a redline copy and a clean copy is attached for your review.
Highlights of the changes are listed below:*

Purchasing Approval Limit changes – Prices have increased since 2017 so the Purchasing Committee is recommending these changes.

<i>Department Head – New Limit \$10,000</i>	<i>Prior \$3,000</i>
<i>Finance Director – New Limit \$10,000 to \$15,000</i>	<i>Prior \$3,000 to \$6,000</i>
<i>City Administrator – New Limit >\$15,000</i>	<i>Prior >\$6,000</i>

Based on the last couple of years, by raising these limits, purchase order requisitions will be reduced by over 50%.

***Budget Change Requests** – Created a budget reserve in capital funds to pull from for minimal budget adjustments. This excludes Construction Contracts (change orders would still go to Council for approval)*

\$50,000 reserve in VER fund, CIST fund, TST fund and Stormwater fund. Staff can request internal budget adjustment to cover freight increases, etc. Each capital item would be limited to \$5,000 per use. Can be approved by Purchasing Coordinator, Purchasing Agent or City Council.

Using a budget reserve will streamline the budget amendment process.

***Credit cards** – Updated credit card section – eliminated bank credit cards since the City now has the Purchasing Card Program.*

***Terminology and Processes** – Updated to reflect what is currently being done.*

By making the above changes, the City will operate more efficiently due to the intrinsic savings from reduced staff time in both the purchasing and budgeting areas.

The Financial Policy manual will be internally reviewed annually to see if any changes or updates are necessary.

I will be at the Council Meeting to discuss and answer any questions that you may have or feel free to reach out to me before then if you want clarification on any policy change.

Finance Director Mary Sprung discussed the policy update. After brief discussion, a motion to forward to Council made by Coulter, seconded by Wessels, passed without dissent.

December 4, 2023

E. Street Department-

a. Double Drum Roller Compactor Purchase

November 28, 2023

RE: Recommendation – Purchase a Double Drum Roller Compactor

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and need for purchases. In doing so, we budgeted \$60,000 this year to replace our 1999 Dynapac Asphalt Roller with 1,211 hours. After looking at two models we chose the 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor, as this roller had a few design options that best suited our needs. We will sell the 1999 Dynapac Asphalt Roller on Purple Wave.

The bid is under the Sourcewell BOMAG Bid Program, Contract #060122-BAI, through Cummings, McGowan & West (CMW) Equipment, Bridgeton MO.

I recommend that the City of Washington contract with Cummings, McGowan & West (CMW) Equipment thru the Sourcewell Contract for the purchase of the 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor in the amount of \$57,610.00.

If you have any questions/concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

Tony Bonastia

Street Superintendent

Street Superintendent Tony Bonastia discussed the purchase. After a brief discussion, a motion to forward to Council made by Holtmeier, seconded by Coulter, passed without dissent.

F. Water/Wastewater Department-

a. Water Connection Fees Code Amendment

To: Honorable Mayor and City Council

From: Kevin Quaethem, Public Works Superintendent

Subject: Change to code section 700.320

Date: 10/31/2023

Mayor and Council,

Staff have been working on updating current code sections for the Wastewater and Water Departments. While working with the wastewater connection fees it was found that the water connection fees had not been addressed. Staff reviewed and decided that it was time to increase the connection fees to mirror the wastewater fees.

Staff is requesting Council to approve the changes being made to code section 700.320. This has to do with the change in connection fees to the infrastructure.

The Board of Public Works and staff are asking for your approval of this change. If approved the change will take effect January 1st, 2024.

Thank you,

Kevin Quaethem

Public Works Superintendent

Public Works Superintendent discussed the fee change. After a brief discussion, a motion to forward to Council made by Holtmeier, seconded by Behr, passed without dissent.

December 4, 2023

Adjournment

With no further business to discuss, a motion to adjourn made at 6:42 p.m. by Wessels, seconded by Behr passed without dissent.

December 4, 2023



December 21, 2023

Honorable Mayor and City Council
Washington, MO

Re: Contract for Classification and Compensation Study

Dear Mayor and City Council,

Included within your packet for consideration is a contract with McGrath Human Resources Group to complete a Classification and Compensation Study, with the addition of a Benefits Analysis. Our committee, which includes Mayor Doug Hagedorn, Councilmen Jeff Patke and Al Behr, Sherri Klekamp, Darren Lamb, and myself, received five sets of qualification statements and after careful review, we collectively agreed to pursue a contract with McGrath.

The budget for the study is \$50,000, and the proposed contract with McGrath is \$34,128 in fees for the Classification and Compensation study and a Benefits analysis. Additionally, there is a provision for up to \$13,650 for the development of the job description and travel expenses not exceeding \$3,000.

Based on our analysis, staff recommends approving the contract with McGrath.

Thank you for your time.

Sincerely,

Shauna Pfitzinger
Human Resources Manager

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND MCGRATH HUMAN RESOURCES GROUP FOR A COMPENSATION & CLASSIFICATION STUDY

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Agreement for a Compensation and Classification Study by and between the City of Washington, Missouri and McGrath Human Resources Group, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

**AGREEMENT BETWEEN THE CITY OF WASHINGTON
AND MCGRATH HUMAN RESOURCES GROUP FOR A
COMPENSATION & CLASSIFICATION STUDY**

THIS AGREEMENT made this ____ day of _____, 2024 by and between McGrath Human Resources, hereinafter called the consultant, and the City of Washington, MO, hereinafter called the City.

WHEREAS, the consultant submitted a proposal, dated December 17, 2023 (revised), to the City to conduct a Classification & Compensation study, with the addition of a Benefits analysis.

WHEREAS, the City selected the consultant to perform this study.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City shall engage the consultant to perform the work described in its proposal of December 17, 2023 (revised), a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference and hereinafter referred to as the PROJECT.

The Project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of the agreement.

The Consultant agrees to complete the Project in an agreed upon timeline for a Classification & Compensation Study of \$34,128 in consultation fees. The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$5,000 upon receipt of the signed contract; \$22,128 upon submission of the draft report; and the balance of \$7,000, plus travel expenses upon submission of the final report.

Travel expenses will be limited to a maximum of \$3,000 and will be added to the final invoice, if it is incurred.

Job descriptions will be invoiced at the start of the Project \$4,000. The balance, based on actual job descriptions (\$195 per title) developed will be invoiced upon submission of all draft job descriptions.

The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e., City Managers, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, with the exception of the raw market data, shall be provided to the City by consultant upon request so long as the City is not in default under other terms of this agreement.
2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
3. **Termination and Suspension**
 - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
 - b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.
 - c. In the event of termination, the Consultant will be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination after the City renders final payment for service.
4. **Successors and Assigns**- The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of it interest in this Agreement without the written consent of the City shall be void.

5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Indemnification Clause** –For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the City for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from working as an agent of the City in evaluating the capability of the aforementioned corporation.

Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.

8. **Whole Agreement** – This agreement constitutes the entire agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written agreement.
9. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the City.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

City of Washington, MO

Victoria McGrath, CEO
McGrath Human Resources Group

Date

Date

EXHIBIT A

**Statement of Qualifications Prepared for
The City of Washington, Missouri**



**Job Market Survey
Request for Qualifications**

Submitted By:

McGrath Human Resources Group

**PO Box 865
Jamestown, TN 38556**

**Dr. Victoria McGrath, CEO
victoriaphd@mcgrathconsulting.com
815.728.9111**



McGrath
HUMAN RESOURCES GROUP

**December 17, 2023
Revised**

November 10, 2023

Sherri Klekamp
City Clerk
City of Washington
405 Jefferson Street
Washington, MO 63090

Dear Sherri Klekamp:

Thank you for the opportunity to submit our qualifications to become your compensation business partner and perform a Job Market Survey for the City of Washington, Missouri.

Developing and maintaining a competitive compensation and classification plan in today's current environment is extremely challenging, yet essential to attract, motivate, engage, and retain a qualified workforce. McGrath Human Resources Group understands the issues public sector entities are facing as our firm provides human resources consulting services primarily for the public sector, with emphasis on compensation. We offer a transparent, engaging, and collaborative approach to develop a compensation solution built specifically for each client, which aligns with your compensation philosophy and strategy to attract and retain competent professionals, conform to all legal requirements, and fit within the City's fiscal reality.

Detailed information regarding our firm, consulting team, methodology and process, work schedule, and other required information are presented within this document. I am the authorized individual to contractually bind the Firm and principal contact for this project.

Because of the brevity of the information provided, if you have any questions or require additional information as you review our qualification, please do not hesitate to ask. We look forward to the opportunity to work with the City of Washington and its employees on this important project.

Sincerely,



Victoria J. McGrath, Ph.D., CEO
PO Box 865 Jamestown, TN 38556
815.728.9111 (office)
931.214.2262 (direct)
815.331.0215 (fax)
victoriaphd@mcgrathconsulting.com

Company Information and Description

McGrath Consulting Group, Inc. was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). Our Firm has over 20 professional consultants who are assigned to projects based upon their professional background and skillset they bring to each client.

McGrath Human Resources Group is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide. The Human Resources consulting team is comprised of experienced human resources practitioners from both the private sector and local city and county government.

We do not offer an off-the-shelf work product, but rather, we approach each

client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, training, policy development, operational studies, and staffing studies. Our Human Resources team is also involved in organizational studies related to public safety.

Public Sector Project History

McGrath primarily works with public-sector organizations including counties, cities, villages, townships, districts, and even State agencies. The following is a list of compensation and classification type projects this consulting team has worked on and completed over the last five (5) years. Missouri projects are highlighted.

Barron County, WI	City of McPherson, KS	Greene County EMS, TN
Bluffton Township Fire District, SC	City of Merriam, KS	Harvey County, KS

Company Name	McGrath Human Resources Group
Parent Organization	McGrath Consulting Group, Inc.
Established	May 1, 2000
Years of Service	23
Type of Firm	Private Corporation
Company Mailing Address	P.O. Box 865 Jamestown, TN 38556
Responsible Party and Project Manager	Dr. Victoria McGrath, Ph.D., SPHR CEO
Email Address	victoriaphd@mcgrathconsulting.com
Phone Number	(815) 728-9111
Fax Number	(815) 331-0215
Insurance	State Farm: Auto Liability AmTrust: Workers Compensation Chubb: Cyber Security Liability Erie Insurance: General Liability Mount Vernon: Professional Liability Certificates of Insurance provided with services agreement
Office Locations	Chippewa Falls, WI Columbia, MO Jamestown, TN Strongsville, OH

Burnett County, WI	City of Northfield, MN	Kansas Sentencing Commission, KS
City of Alamosa, CO	City of North Kansas City, MO	Kent County, MI
City of Alcoa, TN	City of Oak Harbor, WA	Lawrence Public Library, KS
City of Arlington, WA	City of Oak Ridge, TN	Marathon County, WI
City of Burlington, WA	City of Paducah, KY	Marion County, KS
City of Carthage, MO	City of Park Ridge, IL	Mid-Columbia Libraries, WA
City of Chanassen, MN	City of Platte, MO	Monroe County, WI
City of Chetek, WI	City of Pleasant Valley, MO	Montgomery County, TN
City of Clayton, MO	City of Prairie Village, KS	Older People's Commission, MI
City of Columbus, KS	City of Richmond, MO	Patton Township, PA
City of Crossville, TN	City of Rochester Hills, MI	Portage County, WI
City of Denison, TX	City of Salina, KS	Pueblo City-County Library District, CO
City of Dodge City, KS	City of Sherwood, OR	Reno County, KS
City of Duvall, WA	City of Smithville, MO	Riley County Police Department, KS
City of Durango, CO	City of St. Charles, MO	Riley County, KS
City of Durant, OK	City of Stayton, OR	Rochester Avon Recreation Authority, MI
City of Eau Claire, WI	City of Topeka, KS	Rock County, WI
City of Excelsior Springs, MO	City of Union, MO	Saginaw Township, MI
City of Fayetteville, NC	City of Watertown, SD	Sedgwick County, KS
City of Flint, MI	City of Webster Groves, MO	Somerset School District, WI
City of Fulshear, TX	City of West Bend, WI	South Snohomish County Fire & Rescue Authority, WA
City of Gallatin, TN	City of Woodstock, IL	Spring Benner Walker Joint Authority, PA
City of Garden City, KS	Clearfield City, UT	St. Croix County, WI
City of Goodland, KS	Codington County, SD	Sumner County, TN
City of Hamilton, OH	Coffey County, KS	Tooele County, UT
City of Huber Heights, OH	County of Delaware, PA	Town of Blacksburg, VA
City of Kechi, KS	Cowley County, KS	Town of Greeneville, TN
City of Kirkwood, MO	Daniel Boone Regional Library, MO	Town of Holly Springs, NC
City of La Crosse, WI	Davison County, SD	Utah County, UT
City of Lansing, KS	Delaware County, PA	Vernon County, WI
City of La Pine, OR	Dodge County, WI	Village of Lake in the Hills, IL
City of Lake Geneva, WI	Douglas County, WI	Village of Mount Pleasant, WI
City of Lawrence, KS	Eau Claire County, WI	Winnebago County, WI
City of Marshfield, WI	Everett Roehl Marshfield Public Library, WI	
City of Marysville, WA	Geary County, KS	

Legal Matters

McGrath has not been engaged in any litigation against the Firm.

References

McGrath Consulting is proud to list over 500 clients in 42 states. Below are a few compensation studies either within the region and/or are similar to your project ***Additional client names, projects and locations are viewable on our website at www.mcgrathhumanresources.com*** and their contact information will be provided upon request.

Client Name	Description
City of Union, MO Contact: Jonathan Zimmerman Title: City Administrator Phone: 636-583-3600 Email: cityadministrator@unionmissouri.gov	Developed a new compensation and classification system for the city.
City of Smithville, MO Contact: Cynthia Wagner Title: City Administrator Phone: 816-532-3897 Email: cwagner@smithvillemo.org	Comprehensive compensation, classification, and benefits analysis was completed with development of new salary schedule for implementation in 2022.
City of Excelsior Springs, MO Contact: Molly McGovern Title: City Manager Phone: 816-630-0752 Email: mmcGovern@excelsiorsprings.gov	Comprehensive compensation, classification, and benefits analysis was completed with development of new salary schedule for non-union and union for implementation in 2022. Performance Management project scheduled for 2022.
City of Prairie Village, KS Contact: Cindy Volanti Title: Human Resources Manager Phone: 913-385-4664 Email: cvolanti@pvkansas.com	Comprehensive compensation plan in which Consultant worked with City Council to position the City 10% above the market.
Barron County, WI Contact: Rachel Richie Title: Human Resources Director Phone: 715-537-6825 Email: rachael.richie@co.barron.wi.us	Conducted Performance Evaluation training for supervisors in 2016. Rehired in 2017 to develop new compensation system for approximately 300 job titles. Rehired in 2019 to complete job description updates and develop point factoring process. Services ongoing.

Consultant Qualifications

The Consultants were selected for this project based upon their areas of expertise, specialties, and related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team are provided.

Victoria McGrath, Ph.D., SPHR – Chief Executive Officer, Project Manager

As the CEO, Dr. Victoria McGrath has been involved with every compensation project conducted by the firm. She has an extensive background in the field of human resources, predominately in the public sector; but she also has experience in the private sector having worked in health care, banking, and education. Thus, she brings over 19 years of practitioner experience in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI; the Elmbrook School District, WI – the 2nd largest school district in Wisconsin, also with five (5) labor unions; and Citicorp Banks. She has dealt with labor/employee relations; policy, procedures, and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath’s local government experience touched all local municipal services. She has aided more than 200 local government clients on a variety of management issues. In addition to working with governmental organizations, she has been a sought-after speaker for professional organizations. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master’s in Public Policy Administration Program).

Malayna Halvorson Maes – Senior Consultant

Malayna Halvorson Maes has been with our firm for nine years. She has conducted classification and compensation studies, policy development, employee handbook development, HR audits, job description development, and executive recruitments with the firm. She is also the firm’s benefits consultant. Ms. Maes previously served as a human resource professional for over 20 years in both the private and public sectors. Her human resources experience included health care and engineering fields; and served as the Human Resources Director and senior advisor for a large unionized county in northwestern Wisconsin. Thus, she has direct experience with the many challenges facing municipal employers. She has been active in several professional human resources organizations and is currently pursuing her CCP.

Michelle Lach - Senior Consultant

Ms. Lach has been a Consultant with McGrath Human Resources Group for over nineteen years. She has authored employee handbooks, job descriptions and is currently our primary market survey Consultant. She is currently responsible for developing and conducting our market surveys to solicit external market data for compensation projects. With her many years of experience, Ms. Lach excels at gaining a substantial return and subsequently preparing that data for further analysis. Thus, we are obtaining reliable and quantifiable data for our clients.

Jillaine Smith – Consultant

Ms. Smith has been with the Firm since 2022. She currently serves as a Human Resources Director in higher education with the State of South Dakota and has served in human resources leadership roles in both the private and municipal level.

Advisors

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed. Dr. Tim McGrath has over 30 years of experience in fire, EMS, communications, and emergency management. Ron Moser brings 34 years of law enforcement experience as a retired Police Chief and heads the law enforcement division. In addition, to his law enforcement experience, Mr. Moser has served as the Director of Emergency Management and as a Village Manager for a municipality in Cook County, Illinois. Both Consultants are on staff to assist in any issues or concerns that need to be addressed in public safety.

Current Project Assignments

The Firm has the capacity for this project. As of January 2024, the expected listed members of the Consulting Team will be involved in some aspects of the following projects that are in varying size, scope, and stages of their project timelines:

Benton County, WA
City of Collinsville, IL
City of Florissant, MO
City of Kirkwood, MO

City of La Vista, NE
City of Ogden, UT
City of Sarasota Springs, UT

City of West Des Moines, IA
Green County, WI
Polk County, IA

Detailed Methods and Procedures

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. After conducting a needs assessment with the City, confirming the City's compensation philosophy with City leaders, and analyzing the current System in place, our Firm utilizes Best Practices throughout the process, which includes salary data and job content data from multiple City sources and its mutually identified comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City.

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables. The proposal steps can be discussed and adjusted to meet the projects needs for the City.

1. Project Orientation

- ❖ Communicate with the City's project designee to:
 - Provide a list of documents and data needed to begin the project.
 - Discuss project expectations and milestones.
 - Begin developing a communication plan.
 - Schedule initial meetings.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with City leaders, human resources, and all Department Directors/Managers to:

- ❖ Explore your organization's current compensation system, compensation philosophy and strategy.
- ❖ Gain an understanding of the goals, values and structure of the overall organization.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

Other Introductory communications are recommended:

- ❖ Conduct introductory meetings with elected officials to discuss elements of compensation philosophy and expectations.
- ❖ Introductory employee communications and/or meetings to explain the process of a compensation study, introduce the consulting team, expected assistance, describe the general outcome of the Study, and other related topics as desired by the City.

From first visit, the consulting team will identify:

- ❖ The strengths of the current compensation system.
- ❖ Areas that need to be addressed or are concerns to the current programs.
- ❖ Current compensation program success and challenges.
- ❖ Other characteristics about the City and its geographic location which may impact compensation.

An analysis of this information as well as external data collection will be the basis of developing a compensation philosophy that will guide the design and complexity of the City's compensation program. A consistent philosophy will provide a strong foundation for the City. Without a philosophy, leaders often find themselves unsure what to offer as a total compensation package.

3. Classification Analysis (Job Analysis)

A **job analysis** objectively evaluates the duties, responsibilities, tasks, and authority level of each City position and identifies hierarchy, career progression opportunities, **and internal equity**.

The job analysis would include completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors. The **McGrath 360Comp™** PQ has been developed **specifically for use in public sector** organizations. This Questionnaire is recommended to be completed on all job titles for purposes of:

- ❖ Expounding upon information provided in job descriptions.
- ❖ Evaluating position responsibilities regarding necessary competencies, experience, education, finances, judgement, decision-making and other expectations which provide value to the City.
- ❖ Clarifying instances where statements in the existing job descriptions are vague or absent.
- ❖ Updating and aligning classification changes.
- ❖ Identifying career progression opportunities.

Supervisory Review/Verification. Each incumbent's supervisor or Department Director will be given time to review the completed PQ for content and accuracy, and to comment in a designated area of the document. They will sign off on their review prior to submission to the Consultants. If needed, the consulting team may speak with Department Directors, Supervisors, and Human Resources for additional position clarification.

4. Compensation Analysis

A Compensation analysis determines the organization's relative position in the comparable labor market. This analysis allows City leaders to understand the organization's compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

- ❖ ***The City and consulting team will cooperatively identify Comparable Organizations as the labor market.*** The City will have input into the list and must approve prior to starting the external market survey.

- ❖ McGrath consultants will prepare and conduct a tailored compensation survey specific to the City's positions to **collect external market data** in real-time.
- ❖ The consultants will **analyze salary data**. The market survey collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City's alignment against the market.
- ❖ The consultants will examine the status of your current compensation systems including **structural analysis, special pay analysis, compression analysis, and incumbent pay analysis** to give guidance to the consultants for compensation and implementation recommendations and will also **provide information to the City regarding overtime, promotional and retention opportunities, internal equity, and how multiple pay plans are working together**.
- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the City.
- ❖ The consultants will also gather and analyze external and internal demographic data and workforce metrics

The outcome of this portion of the project is very important because it identifies current trends and future predictors. This information guides the consulting team in developing strategy options and recommendations for the City's current and future needs.

5. McGrath 360Comp™ Integration

Upon completion of the compensation analysis and job analysis, etc. the consultants will engage the City to:

- ❖ Confirm the recommended compensation philosophy.
- ❖ Discuss the data obtained and share summary findings and trends found in the analysis as it compares to the current Compensation System.
- ❖ Discuss the future compensation system.
- ❖ Discuss the tie between the compensation system, performance, and tenure, and provide recommendations to strengthen the City's desired compensation model.

6. Systems Update and Review

The Compensation System(s) will be updated with the following information:

The consultants will develop a **detailed fiscal impact** of the Compensation System(s) and will present implementation strategy options that fit the fiscal needs, culture, and compensation strategy of the City. While some entities can fully implement the compensation system immediately, some clients have utilized a phased approach. We will work with the City to assure that any phased approach fits with best practices and your fiscal realities. The proposed price includes up to three (3) salary schedule and costing iterations.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Compensation System(s)**. This visit will include meetings with the City's project designee and each Department Director to review placements to identify any concerns prior to finalization. This provides an opportunity to discuss any concerns in placement in the current system and/or ensure proper placement if the System(s) are redesigned.

7. Benefits and Rewards Analysis

When data is received through the benefits and Rewards survey to the identified labor market, the Consultants will analyze the findings and identify any trends and/or areas of concern as compared with the Market. A Benefits and Reward Analysis identifies the City's position in the market for the offering of insurance, retirement, paid leave, holiday, and other benefits and rewards identified in a Total Rewards

Wages alone do not make up total compensation. A review of benefits in conjunction with wages allows the organization to see the total compensation picture.

8. Finalization

A **Compensation Policy/Procedure Manual** will be developed for Administration/Human Resources. This report details:

- a. Study methodology and summary findings.
- b. Recommended compensation structure modifications.
- c. Recommended position title, classification specification or career progression changes.
- d. Fiscal impact and implementation strategies.
- e. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward.

An **Executive Summary Report** for governing body and public distribution will also be provided as appropriate.

These reports will first be provided to City Administration in draft form to allow for feedback before the reports are placed into final form and provided electronically.

9. Presentation and Communication

The Study includes an in-person **presentation to the City Council and employees**.

The consulting team will also be available to introduce the recommendations to employee groups to the depth, and in the manner, you prefer and offer suggestions and recommendations on how to best communicate this information. We prepare correspondence and notices tailored to our client, whether for written, verbal or electronic presentation.

McGrath Human Resources Consultants will continue to work with your organization to provide **support and guidance** on the compensation system at no additional cost.

Cost

The scope of the project will include the following:

- | | |
|---|-----------------|
| • Classification and Compensation study for approximately 70 unique job titles | \$ 28,458 |
| • Compensation study for the fire department | \$ 1,170 |
| • Benefits study | \$ 4,500 |
| • <u>Development of Job descriptions (Estimated 70 job titles at \$195 per title)</u> | <u>\$13,650</u> |
| Total not to exceed | \$47,778 |

Travel not to exceed

\$ 3,000

*Travel: In-person site visits may not be needed nor desired. Travel expenses will be billed only if incurred and based on actual expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner. All in person site visits will be determined with the City in advance and based upon the needs of the project.

Terms of Payment

Payment will be made in three (3) installments (\$34,128):

\$ 5,000 upon completion of the signed contract;

\$ 22,128 upon submission of the draft report; and

\$ 7,000 plus actual travel (not to exceed \$3,000) upon submission of the final report.

Job descriptions are billed for the actual number of job descriptions developed. An initial payment of \$4,000 at the start of the project. The balance of actual number of job descriptions will be billed upon submission of all draft job descriptions.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from December 18, 2023. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Project Schedule

The timeliness of the market data collection is heavily dependent upon the workload and staffing of the comparable organizations we are asking to participate, so additional time is built into the schedule for better survey participation/timely responses to capture current data. This is typically a 4-5 month process.

Activity	Month 1				Month 2				Month 3				Month 4				Month 5			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<i>Project orientation/scheduling and planning</i>																				
<i>Project Kickoff meetings with identified stakeholders</i>																				
<i>Position Questionnaire Job Analysis</i>																				
<i>Market Data collection and analysis</i>																				
<i>Review Findings with City</i>																				
<i>Develop/Update Compensation and Classification Systems</i>																				
<i>Review Recommendations and Cost with City</i>																				
<i>Finalize changes and reports.</i>																				
<i>Presentations</i>																				

This timeline will be adjusted based on the agreed upon Project Initiation date. There are factors that impact this schedule that may be out of the control of the consultants. The proposed time frame is contingent upon timely receipt of data from the City, timely participation from external comparable organizations; and timely receipt of information and/or feedback from the City. This is monitored by the consulting team and communicated with the City on an ongoing basis.

Project Progress Communication

Since we work closely with our clients, open communication and collaboration between the consulting team and project designee is critical for the project to be most successful. Because of that, we will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our designated project manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.



December 21, 2023

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Earth Crest Extension – Supplemental Agreement No. 2
Plan Revisions due to alignment Change

Dear Mayor and City Council Members:

Attached you will find an ordinance and supplemental agreement for additional plan revisions to realign the Earth Crest Extension bridge further south. The original plan was encroaching on private property that would have resulted in more costs to acquire right-of-way.

This will add an additional \$25,392.50 to the contract bringing the total to \$190,948.99.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, P.E.
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A SUPPLEMENTAL AGREEMENT #2
WITH COCHRAN ENGINEERING FOR THE EARTH CREST
EXTENSION IMPROVEMENT PROJECT

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Supplemental Agreement by and between the City of Washington, Missouri and Cochran Engineering, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

**SUPPLEMENTAL AGREEMENT #2 –
LUMP SUM PROPOSAL**

December 21, 2023

This Supplemental Agreement is made part of the Contract dated April 29, 2022, and approved by the City on May 16, 2022, between the **City of Washington** and **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to revise the plans to reflect a shift in the alignment to avoid the L.W.E., Inc. property to the north. Another plan revision was necessary to change the sidewalk from the north side of the roadway to the south side. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

1. Plan revisions

- a) Plan revisions associated with the directive to shift the alignment to the south to avoid the L.W.E., Inc. property to the north. Bridge length and skew were changed to reflect the new alignment which required a revised structural design. Roadway layout had to shift to the south. Site had to be re-graded to accommodate the changes. This work was performed during the period from September 6, 2023 to December 8, 2023. A payroll print-out of the additional labor to revise the plans is attached for reference.
- b) Plan revisions associated with the directive to move the sidewalk from the north side of the roadway to the south side. Bridge End Bents and other affected plan sheets were revised and the project re-graded to reflect the changes.

FEE:

- 1. The total amount of fee to be paid for the Scope of Services, Item 1 – “Plan revisions due to alignment change” as outlined in this proposal shall be a lump sum fee of \$25,392.50.

Supplement Agreement No. 2 accepted as defined herein:

Sincerely,



Bayé Christensen, P.E.
Vice President

Acceptance:
City of Washington

By: _____

Title: _____

Date: _____



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

December 20, 2023

Mayor Doug Hagedorn
City Council Members

Re: Flock Group, Inc. agreement

Honorable Mayor and City Council,

I am requesting to enter into an agreement with Flock Group Inc. to provide license plate reader (LPR) cameras and services. This agreement will provide four (4) Flock Safety Falcon cameras and infrastructure. As discussed in the presentation during the December 4 council meeting, this will provide coverage in four key entry points to the City. I feel the LPR cameras will be an essential tool for both criminal investigations and public safety related incidents.

Staff researched LPR options and Flock Safety stood out as the most prominent and superior product. Flock Safety cameras are in use at many locations throughout the St. Louis region. In addition, the Franklin County Sheriff's Office and the City of St. Clair are in the process of implementing a Flock Safety camera program. As other cameras are implemented in the area, the reach and effectiveness will only improve. The proposal from Flock Group provides installation, maintenance, and software services for \$12,000 annually. There is a one-time infrastructure implementation fee of \$600. This includes setup/onboarding and unlimited support. Total budget amount is \$15,000.

This is a budgeted item and will be implemented as soon as possible. Included is the proposal from Flock Group and the ordinance. Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

3ca

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN AGREEMENT BY AND BETWEEN THE
CITY OF WASHINGTON, MISSOURI AND FLOCK GROUP, INC.
FOR LICENSE PLATE READER CAMERAS AND SERVICES

BE IT ORDAINED by the Council of the City of Washington, Missouri,
as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a 24 Month Agreement by and between the City of Washington, Missouri and Flock Group, Inc. to provide license plate reader (LPR) cameras and services. This agreement will provide four (4) Flock Safety Falcon cameras and infrastructure. A copy of said agreement is attached and is marked as Exhibit A.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Flock Safety + MO - Washington PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Lisa Dunn
lisa.dunn@flocksafety.com
3146032079

flock safety

flock safety

ORDER FORM

Customer: MO - Washington PD
 Legal Entity Name: MO - Washington PD
 Accounts Payable Email: jarmstrong@washmo.gov
 Address: 301 Jefferson St Washington, Missouri 63090

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
		Subtotal Year 1:	\$12,600.00
		Annual Recurring Subtotal:	\$12,000.00
		Discounts:	\$60,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$24,600.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,600.00
Annual Recurring after Year 1	\$12,000.00
Contract Total	\$24,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$60,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MO - Washington PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

30a

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 30 day of October 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "**Customer Data**" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "**Flock Hardware**" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at <https://www.flocksafety.com/reinstall-fee-schedule>. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Washington Police Department

301 Jefferson St
Washington, Missouri 63090
636-390-1050

jarmstrong@washmo.gov / dballeydier@washmo.gov

October 31, 2023

Director [Sandy Karsten](#)

1101 Riverside Dr.

Lewis and Clark Building, 4th Floor West
Jefferson City, MO 65102

Dear Director Karsten,

The Washington Police Department would like to install Automatic License Plate Recognition provided by the company, Flock Safety, on Missouri Department of Transportation right of ways. Please approve the following locations:

- Location 01 - Hwy 100 & 5th St Westbound on an existing traffic signal pole at the GPS coordinates (38.53607914070147, -90.97779090718099)
- Location 02 - Hwy 100 & Bluff Rd Eastbound on an existing wood utility pole at the GPS coordinates (38.56042149255055, -91.05373815629659)
- Location 03 - Hwy 47 & 3rd St Southbound on an existing traffic signal pole at the GPS coordinates (38.55306484057829, -91.00160724443533)
- Location 04 - Hwy 47 & Bieker Rd Northbound on an existing traffic signal pole at the GPS coordinates (38.5342166919413, -91.00570658846748)

Best regards,

Jim Armstrong

Chief, Washington Police Department

30a



December 13, 2023

RE: Recommendation – Forklift

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and need for purchases. In doing so, we budgeted \$35,000 this year to replace our Recycle Center 2007 Tusk Forklift with 2090 hours, as it is showing signs of wear and age. This forklift is kept undercover but outside all year long. We will sell the 2007 Tusk Forklift on the Purple Wave auction site.

The bid is under the Sourcewell Account #2489, Contract #091520-DIV, through Connell Material Handling, St. Louis, MO.

I recommend that the City of Washington contract with Connell Material Handling thru the Sourcewell Contract for the purchase of a Doosan G25E-7 Pneumatic Tire Forklift in the amount of \$29061.29

If you have any questions/concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

A handwritten signature in black ink, appearing to read "Tony Bonastia".

Tony Bonastia
Street Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING
THE CITY OF WASHINGTON, MISSOURI TO ENTER
INTO A SALES CONTRACT WITH CONNELL
MATERIAL HANDLING FOR THE PURCHASE OF A
DOOSAN G25E-7 PNEUMATIC TIRE FORKLIFT

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized to execute a Sales Contract with
Connell Material Handling in an amount totaling Twenty-Nine Thousand, Sixty-One
Dollars, and Twenty-Nine Cents (\$29,061.29) for the purchase of a Doosan G25E-7
Pneumatic Tire Forklift. A copy of said sales contract is attached hereto and marked as
Exhibit A.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are
hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after
it's passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

3Da

Exhibit A

SALES CONTRACT

This Sales Contract made and entered into this _____ day of _____, 2024, by and between Connell Material Handling, PO Box 5810, St Louis, Missouri, 63134, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one Doosan G25E-7 Pneumatic Tire Forklift.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one Doosan G25E-7 Pneumatic Tire Forklift for payment in the total sum of Twenty-Nine Thousand Sixty-One Dollars and Twenty-Nine Cents (\$29,061.29).

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, Missouri

ATTEST: _____
City Clerk