

NOTICE OF MEETING AND CITY COUNCIL AGENDAⁱ



MONDAY, APRIL 4, 2022 – 6:00 P.M.

CITY COUNCIL CHAMBERS ~ JOHN G. CHRISTY MUNICIPAL BUILDING ~ 320 E. McCARTY STREET

TO JOIN VIRTUALLY:

<https://jeffersoncity.webex.com/jeffersoncity/j.php?MTID=me5bb8d7418f2d35eeaece0ef6ce1a1e0>

CALL-IN PARTICIPATION AVAILABLE AT: 1-404-397-1516
MEETING NUMBER: 2483 884 2375 MEETING PASSWORD: 1234

TENTATIVE AGENDA

PRAYER – Councilmember Schreiber

PLEDGE OF ALLEGIANCE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADOPTION OF AGENDA**
- 4. MISCELLANEOUS AGENDA ITEMS**
 - a. Recognize Fire Captain Dirk Protzman for 25 Years of Service to the Jefferson City Fire Department (Matt Schofield)
 - b. “April is Fair Housing Month” Proclamation Presented to Kayla Hoey, President of Jefferson City Area Board of Realtors
 - c. Kayla Hoey to Present the Jefferson City Area Board of Realtors “Fair Housing” Poster Contest Winners
- 5. ARPA FUNDS DISCUSSION AND PUBLIC COMMENT**
- 6. PUBLIC HEARINGS**
- 7. APPOINTMENTS BY THE MAYOR**
- 8. PRESENTATIONS FROM STAFF, CONSULTANTS & INVITED GUESTS**
- 9. ANNOUNCEMENTS BY MAYOR, COUNCIL, AND STAFF**

iPad Packets: Click to open “NOTES”

- a. Council Committee Meetings (Check www.jeffersoncitymo.gov meeting calendar for dates, times locations, and agendas):
 - i. Administration
 - ii. Finance
 - iii. Public Safety
 - iv. Public Works & Planning

10. LINCOLN UNIVERSITY STUDENT REPRESENTATIVE UPDATE

11. PRESENTATIONS FROM THE GALLERY ON SPECIFIC BILLS OR RESOLUTIONS
(All individuals will be limited to 5 minutes without exception. All presentations shall be made from the podium unless other accommodation is requested and granted.)

12. CONSENT AGENDA

- a. Minutes of City Council Meetings: March 21
- b. Renewing Bid 3156 for the Upfitting of Police Vehicles to Turn-Key Mobile in the Amount Not to Exceed \$75,000
- c. Declaring Certain City-Owned Personal Property Surplus and Authorizes the Disposition by Sale through Auction – Public Works Truck and Trailer
- d. Awarding Bid BT-12DW for Influent/Effluent Wastewater Testing to Pace Analytical Services, Inc.
- e. Accepting the Edward Byrne Memorial Justice Assistance Grant Non-Drug Task Force Grant in the Amount of \$46,750 for the Purchase of the Automatic License Plate Detection Software for the Jefferson City Police Department (see RS2021-31)

13. BILLS INTRODUCED

- a. 2021-094 Authorizing a Supplemental Appropriation to the Police Department, Amending the 2021-2022 Annual Budget and Authorizing a Sole Source Expenditure of \$48,556.39 of Drug Forfeiture Justice Funds for Lexipol Policy and Procedural Management Software (Schreiber) Staff: Roger Schroeder
- b. 2021-095 Authorizing a Supplemental Appropriation to the Police Department – Animal Control Division, Amending the 2021-2022 Annual Budget and Authorizing an Expenditure of \$33,031.25 of Animal Shelter Donations for MDTs and E-ticketing Printers (Schreiber) Staff: Roger Schroeder
- c. 2021-096 Authorizing a \$445,850.25 Construction Contract with Apex, Inc. for the Douglas Davis Storm Water Project (Fitzwater) Staff: Matt Morasch

14. BILLS PENDING

- a. 2021-090 Amending Chapter 19 of the City Code, Schedule J (Parking Prohibited) by the Modification of the East Side of Buena Vista (Wiseman) Staff: Matt Morasch
- b. 2021-091 Amending Chapter 19 of the City Code, Schedule J (Parking Prohibited) by the Addition of One Space on the East Side of West Circle Dr. (Wiseman) Staff: Matt Morasch

- c. 2021-092 Amending Chapter 25, Article III of the City Code, Relating to Redevelopments Under Chapter 353 Clean-up (Hensley)
Staff: Ryan Moehlman
- d. 2021-093 Authorizing a Supplemental Appropriation for Capitol Avenue Demolitions and Acquisitions (Fitzwater) Staff: Ryan Moehlman
 - i. Substitute #1 2021-093

15. INFORMAL CALENDAR

16. RESOLUTIONS

- a. RS2021-31 Authorizing a Services Agreement with Flock Group Inc. in the Amount of \$46,750 for Automatic License Plate Detection Software for the Jefferson City Police Department (Schreiber) Staff: Roger Schroeder

17. PRESENTATIONS FROM THE GALLERY ON OTHER TOPICS – (All individuals will be limited to 3 minutes without exception. All presentations shall be made from the podium unless other accommodation is requested and granted.)

18. COUNCIL AND STAFF DISCUSSION OF PRESENTATION TOPICS

19. NEW BUSINESS

20. CLOSED SESSION

- a. Go into Closed Session – Pursuant to Sec. 610.021 of the Revised Statutes of Missouri, the Chair will entertain a motion to go into Closed Session to discuss the following:
 - i. Attorney-Client Privileged Communications [Sec. 610.021(1)]
 - ii. Real Estate [Sec. 610.021(2)]

21. UNFINISHED BUSINESS

22. ADJOURN

ⁱ Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.

NOTICE OF MEETING AND CITY COUNCIL AGENDAⁱ



CITY COUNCIL WORK SESSION

City of Jefferson, Missouri
**320 E. McCarty St.
City Council Chambers**

MONDAY, APRIL 4, 2022

5:45 P.M.

AGENDA

1. Discussion of April 4, 2022 City Council Meeting Agenda Items
2. Adjournment

ⁱ Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.



Proclamation

Whereas, April 11, 2022, marked the 54th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status and handicap; and

Whereas, this law encourages fair housing opportunities for all citizens; and

Whereas, the City of Jefferson as well as Jefferson City Area Board of Realtors, are committed to highlight the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities and to plan partnership efforts with other organizations to help assure every American of their right to fair housing.

Now, Therefore, I, Carrie Tergin, Mayor of the City of Jefferson, do hereby resolve that April 2022, being

Fair Housing Month

Begins a year-long commemoration of the U.S. Fair Housing Law in Jefferson City and urge all citizens to wholeheartedly recognize this celebration throughout the year.

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Jefferson, this 1st day of April, 2022.



Attest:

Carrie Tergin
Mayor

Janice Suchanek
Deputy City Clerk


Steven S. Crowell, Jr.
City Administrator



320 E. McCarty Street
Jefferson City, MO 65101
Phone Number: (573) 634-6306
Email: SCrowell@jeffcitymo.org

MEMORANDUM

To: Mayor and City Council
cc: Department Directors

From: Steven S. Crowell, Jr., City Administrator 

Date: March 29, 2022

Re: American Rescue Plan Act Discussion April 4, 2022

At the March 21, 2022 meeting of the Mayor and City Council, the City Council decided to discuss at the April 4, 2022 City Council meeting proposed funding of the American Rescue Plan Act (ARPA) funds the City has been awarded. As you recall, the City was awarded \$7,586,581, one half of which we have received, and of that amount, \$790,917.60 was allocated by the City Council for stormwater improvements in the FY22 budget.

The attached Excel spreadsheet is organized into two sections: (I) "Suggested Areas of Focus" for funding, and (II) "Potential Projects/Expenditures," to include: encumbered/spent, personnel, operational expenditure reimbursements/payments, operations, City facilities, vehicles, equipment, other organizations funding requests, and capital projects/other expenditures.

The "Suggested Areas of Focus" are intended to assist the Mayor and City Council in prioritizing your expenditure allocations. The areas of focus are not ARPA requirements and can be changed or not considered as the Mayor and City Council deem appropriate. The "Potential Projects/Expenditures" are offered as a means to assist the Mayor and City Council in prioritizing your decisions; the categories are not required by ARPA.

Many, but not all, of the capital expenditures which have been identified during the recent years are noted. Several of the capital projects which are anticipated to be funded by other means, such as sales tax, are not represented. Included are a few projects which may have been discussed as being funded through a particular funding source, such as body cameras from Public Safety Sales Tax; those items are on the ARPA list to ensure the specific items are addressed. Some expenditures may be eligible for infrastructure grant funding or are currently included in a grant process or pending consideration, such as the Monroe Street project. The capital items included in the FY22 budget which were not funded (i.e., "Pink Sheets") are highlighted on the attached in pink.

Attached is the *Coronavirus State & Local Physical Recovery Funds: Overview of the Final Rule*. According to the Final Rule, recipients may use State and Local Physical Recovery Funds (ARPA) funds to:

- a. Replace lost public sector revenue with a “standard allowance” of up to \$10 million in aggregate.

In regard to this item, the aggregate amount of funding we anticipate receiving through this round of ARPA funding will be less than \$10 million.

I recognize the Mayor and City Council are aware of the fact that during the pandemic, when we purchased pandemic related supplies/services, continued operations and continued to implement some projects when revenues were reduced, essentially, we were using fund balance or “unexpended budget” to fund those activities. Without a “reimbursement” of those expended funds, technically these expenditures would remain as a reduction in fund balance or budget.

- b. Support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, non-profits, impacted industries, and the public sector.
- c. Provide premium pay for eligible workers performing essential work.
- d. Invest in water, sewer (which includes storm water), and broadband infrastructure.

I presume Council will want to discuss projects and categories in more detail at the meeting, so I have not provided an explanation of each potential expenditure item here. I do want to point out a few specific items:

1. Essential Worker Pay

Essential worker compensation would be recognition for all those full-time employees who continue to work through the pandemic. The number reflected on the attached is based on a lump sum payment of \$5,000 to all full-time employees; obviously that number can be adjusted. Perhaps consideration should be given to including part-time employees at some level of remuneration as well. Numerous other cities, including Cole County, have already authorized essential worker compensation.

2. Self-funded Insurance

This would be a contribution to the City self-funded insurance account. As we discussed during the last several budget years, our self-insurance amount was diminished mostly due to a few high cost individual cases. Our health insurance rates include a component for rebuilding this self-insurance amount. An allocation directly to the self-insurance account, which is directly related to health insurance, would allow the rates for

employees (including the City's contribution) to be kept at a lower level than what would be realized without the contribution.

3. Revenue loss (enterprise funds/uses)

I think it is important to remember the enterprise funds/uses are designated for specific purposes and in many instances are solely supported by user fees (e.g., Parking) or partially supported by event fees and perhaps sales tax (e.g., Convention and Visitors Bureau). Some of these funds/uses may include specific projects such as a parking garage or the convention center. Reimbursing these lost revenues would have a direct impact on funding for the services projects referenced.

I can understand and appreciate the interest in having "transformational" projects funded; however, I do reiterate the need for recognizing employees for the work they continue to perform and stabilizing some of the funding impacts the City has experienced during the pandemic (i.e., revenue loss) as well as addressing deferred maintenance or deferred projects.

My recommendation would be for the City Council to discuss the focus areas and/or projects you wish to have funded within the parameters of the ARPA guidelines and funding the amount we anticipate receiving. Upon receiving the direction from the City Council, staff could prepare a final ARPA spending plan for the City Council adoption, presumably at a later meeting.

CITY OF JEFFERSON
AMERICAN RESCUE PLAN ACT FUNDS POTENTIAL EXPENDITURE/PROJECT LIST
ONE-TIME Expenditures (not ongoing expenditures)

I. Suggested Areas of Focus:

- 1 Essential Worker Compensation.
- 2 Reimburse City lost/outstanding revenue.
- 3 Reimburse for COVID related City expenditures.
- 4 Purchase COVID health related equipment for City.
- 5 Reimburse component units of government for revenue loss (i.e., Convention and Visitors Bureau). Grants may be available.
- 6 Make COVID related facility improvements (e.g., HVAC, electronic messaging).
- 7 Stabilize fund balance contributions benefitting employees (e.g., health insurance).
- 8 Reserve some funds for project (state) matching funds.
- 10 Infrastructure projects, emphasis on stormwater and street repairs.
- 11 Contribution to identified social service organizations: providing COVID related services, housing, homelessness.
- 12 Payment to City of customer outstanding sewer bills.

II. Potential Projects/Expenditures. ONE-TIME Expenditures (not ongoing expenditures). NOT IN PRIORITY ORDER

(Expected ARPA award: \$7,586,581.00)

A. Encumbered/Spent

1	Stormwater (FY22 Budget)	\$790,917.60
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B. Personnel:

1	Lump Sum Payment to LAGERS for Police & Fire for unfunded liability payout	\$2,300,000.00
2	Essential Worker Compensation Benefit-based on \$5,000 lump sum allocation to fulltime employees.	~\$2,150,000.00
	Subtotal	\$2,300,000.00

C. Operational Expenditure Reimbursements/Payments:

1	Self-funded insurance fund (catchup allocation)	\$1,000,000.00
2	Convention and Visitors Bureau, revenue reduction	\$175,000.00
3	COVID sick and quarantine leave reimbursement	\$234,967.80
4	ARPA Administrative fee	\$758,685.00
5	Single audit expense	\$26,000.00
6	Workers Compensation account reimbursement	\$200,000.00
7	Wastewater delinquency write off	\$98,061.43
8	General fund revenue reduction	\$7,000.00

CITY OF JEFFERSON
AMERICAN RESCUE PLAN ACT FUNDS POTENTIAL EXPENDITURE/PROJECT LIST
ONE-TIME Expenditures (not ongoing expenditures)

9	Parking revenue reduction: 2021	\$264,630.66
10	Parking revenue reduction: 2020	\$247,026.21
11	Airport revenue reduction	\$9,565.27
12	Convention Center revenue reduction	\$468,978.13
	Subtotal	\$3,489,914.50

D. Operations:

1	Employment Marketing Awareness Campaign	\$14,400.00
2	Strategic Digital Marketing	\$60,000.00
3	Asset/Work Order Management System (Public Works)	\$35,000.00
4	Data Storage (SAN) potential for other Information Technology projects	\$275,000.00
5	CALEA Accreditation Fees (Police and 911)	\$60,000.00
6	Fire Accreditation Documents	\$90,000.00
7	Establish a community foundation	staff time
	Subtotal	\$534,400.00

E. City Facilities:

1	Police Station Locker Room Renovation (ADA)	\$150,000.00
2	Door Access System	\$100,000.00
3	Police Station Elevator Replacement	Previous amount \$132,000 \$200,000.00
4	Fire: Hyde Park Burn Building Replacement	\$1,925,000.00
5	Fire: Retrofit Fire Sprinkler Station 5	\$38,335.00
6	Fire: Retrofit Fire Sprinkler Station 1	\$48,905.00
7	Demo Church by Police Station (415 Moinroe)	\$35,000.00
8	Demo Public Works Sroreage/Old Animal Shelter (919 Miller)	\$70,000.00
9	Replace HVAC City Hall: Unit 4	\$25,000.00
10	Upgrade HVAC City Hall: all units	Need estimate
11	New Communications Building (colocation with Cole County EMS?) possible participation with County/Lincoln	\$5,000,000.00
12	Automatic/motion activated restroom sinks	\$3,000.00
13	Administration/HR/Law office reconfiguration for HIPAA compliance/confidentiality	\$50,000.00
14	Fleet alternative fuel acquisition/conversion analysis (consultant)	
15	Renewable energy facility analysis and implementation plan (consultant)	
	Subtotal	\$7,645,240.00

CITY OF JEFFERSON
AMERICAN RESCUE PLAN ACT FUNDS POTENTIAL EXPENDITURE/PROJECT LIST
ONE-TIME Expenditures (not ongoing expenditures)

F. Vehicles:

1	Police Vehicles (11 x \$44,417)				\$488,587.00
2	Fire - Annual \$ 2028 Fleet Replacement Pay-forward				\$300,000.00
3	Fire ATV w/Skid				\$39,500.00
4	Fire Dept Shift Supervisor Response	Previous amount	\$47,456		\$57,000.00
5	Aircraft Rescue & Fire Fighting Truck (Grant)				\$769,000.00
6	Public Works - Replace Heavy Duty Service Truck				\$56,000.00
7	Public Works - Replace Light Duty Service Truck				\$46,000.00
8	Public Works - Replace 8 - 1 ton Heavy Duty Trucks				\$608,000.00
9	Public Works - Replace Two Street Sweepers				\$430,000.00
10	Public Works - Replace 5 - /4 Ton w/Service Body				\$275,000.00
11	Public Works - Replace 2 - Tandem Axle Dump Trucks				\$495,000.00
12	Public Works - Street Marking/Paint Truck				\$160,000.00
13	Public Works - Replace Two Skid Steers				\$130,000.00
14	Public Works - Replace 2 - 3/4 Ton Pickups				\$90,000.00
15	Public Works - Replace Eight Traffic Signal Cabinets				\$56,000.00
16	Public Works - Replace 4 - Single Axle Dump Truck				\$540,000.00
17	Public Works - 8 Ft Brush Hog				\$8,000.00
18	Streets - Replacement Street Lights				\$12,000.00
19	Streets - Electric Concrete Core Drill				\$4,000.00
20	Streets - Walk Behind Roller/Compactor				\$5,000.00
21	Airport - Ford F-150 with Utility Bed and Plow				\$76,000.00
22	Convert Fleet to Biodiesel or Alternative Energy				
	Subtotal				\$4,645,087.00

G. Equipment:

1	Police Body/In-Car Cameras (initially \$475,000)	Previous amount	\$ 665,000	PS Tax?	\$635,000.00
2	Fire - NFPA 3000 Ballistic Protection				\$75,000.00
3	Fire Hose Replacement (AFG Grant Pending)				\$100,835.00
4	Animal Control - Mobile Data Terminals (4 @ \$5,208)				\$20,832.00
5	Public Works - Replace Two Changeable Message Boards				\$34,000.00
6	Public Works - Upgrade to Cameras On Signals				\$40,000.00
7	Police - 44 Motorola APX8500 Mobile Radios	Previous amount	\$220,000		\$237,800.00
8	Fire Department mobile and portable radios				\$200,000.00

CITY OF JEFFERSON
AMERICAN RESCUE PLAN ACT FUNDS POTENTIAL EXPENDITURE/PROJECT LIST
ONE-TIME Expenditures (not ongoing expenditures)

9	License Plate Readers (4)	\$70,500.00
10	Emergency Services Combined Communications Analysis (1/2 costs with County)	\$40,000.00
	Subtotal	\$1,453,967.00

H. Other Organizations:

Requests from Public Input Meeting February 21, 2022/written comments:

1	Lincoln University - Health Sciences and Crisis Center (matching contribution)	\$500,000.00
2	Special Learning Center - Programs	\$250,000.00
3	Chamber of Commerce - No Specified Amount Identified	??
4	Convention and Visitors Bureau	(see above)
5	River City Habitat for Humanity (affordable housing)	\$500,000.00
6	Salvation Army (homelessness assistance)	\$3,500,000.00
7	United Capital City Soccer Club (soccer complex)	\$500,000.00
8	Transformation Housing (affordable housing)	\$500,000.00
9	Transformation Housing - No Specified Amount Identified	\$500,000.00
10	Citizen - Bob Gilbert - Infrastructure - No Specified Amount Identified	??
11	Citizen - Jeff Holzem - Electric Buses and Fleet Vehicles - No Specified Amount Identified	??
12	Citizen - Jeff Holzem - Solar Power for City Facilities - No Specified Amount Identified	??
13	Citizen - Ed Rackers - Stormwater Detention Washington Park Area - No Specified Amount Identified	??
14	Citizen - Ann Bloemke-Warren - Sidewalks Thorpe Gordon & East Schools - No Specified Amount Identified	??
15	Citizen - Ann Teske - Infrastructure - No Specified Amount Identified	??
16	Citizen - Frank Rycyk - Create Endowment Fund	\$6,795,663.40
	Subtotal (less item 16)	\$6,250,000.00

Other Potential Organiations:

- 1 Lincoln University Law Enforcement Training Academy (law enforcement)
- 2 Lincoln Business Incubator contribution (economic development)
- 3 United Way (rental assistance, housing)
- 4 Central Missouri Community Action (affordable housing)
- 5 Rape and Abuse Crisis Service
- 6 Diaper Bank
- 7 Others?????????

CITY OF JEFFERSON
AMERICAN RESCUE PLAN ACT FUNDS POTENTIAL EXPENDITURE/PROJECT LIST
ONE-TIME Expenditures (not ongoing expenditures)

I. Capital Projects/Other Expenditures:

1	Increase Funding for Demolitions	\$130,000.00
2	East Capitol Redevelopment Project	575000.00
3	Ohio Street Bridge	\$750,000.00
4	Reserve for CIP Projects (grant) Matching Funds	\$1,000,000.00
5	Parks, Recreation and Forestry, various projects	Any amount
6	Street Overlays (~\$1,300,000 per year)	Any amount
7	Floodplain map updates	
8	East Miller Stormwater Box Culvert (Coca- to Wear's Creek)	\$3,000,000.00
9	Broadway Street - Elevate from Hwy 50/63 to McCarty St	\$760,000.00
10	Stormwater, various - Census Tract 106	\$1,500,000.00
11	Stormwater, various - Census Tract 207	\$1,500,000.00
12	Sanitary Sewer - Replace Basin 7 (near Sunbelt Rental to Duane Swift Hwy)	\$1,600,000.00
13	Sanitary Sewer - East Branch Wear's Creek, Mill Bottom to Marshall St	\$3,200,000.00
14	Sanitary Sewer Replacement - St. Mary's Blvd	\$500,000.00
15	Monroe Street Sales tax and \$1,310,240 in pending grant application	\$3,497,000.00
16	Missouri State Penitentiary public infrastructure	Any Amount
17	Fire Station 6 construction	\$4,000,000.00
18	Wears Creek Improvements	
19	Contribution to Port Authority	
20	General Allocation for Economic Development Projects	Grant?
21	General Allocation for Small Business Assistance	Grant?
22	Demolition of Truman Hotel/Old Ramada Inn	\$1,000,000.00
23	Mission Drive improvements	
24	Install Solar Powered Streetlights in Neighborhoods	Ameren
25	Elevator, Fire Museum	Grant available? \$100,000.00
	Subtotal	\$23,112,000.00

Total

\$49,430,608.50

FUNDS ALREADY OBLIGATED

FROM FY2022 BUDGET - UNFUNDED PINK SHEET ITEMS

FROM PUBLIC INPUT SESSION & WRITTEN COMMENTS



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



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Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA’s Clean Water State Revolving Fund, EPA’s Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

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- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

- 1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.**

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

- 2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.**

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none">• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group)• Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	<ul style="list-style-type: none">• Types of responses can include a program, service, or capital expenditure• Response should be related and reasonably proportional to the harm• Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none">• Final Rule presumes certain populations and classes are impacted and disproportionately impacted	<ul style="list-style-type: none">• Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19
- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment
- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.



Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).



Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



U.S. DEPARTMENT OF THE TREASURY

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees.

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as "impacted."

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.



PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. **Identify eligible public safety, public health, and human services staff.** Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. **Assess portion of time spent on COVID-19 response for eligible staff.**

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

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Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



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- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- | | |
|---|---|
| ✖ Construction of new correctional facilities as a response to an increase in rate of crime | ✖ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
| ✖ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | |

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
 - **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
 - **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
 - **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
 - **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.
2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- ✓ Health care
- ✓ Emergency response
- ✓ Sanitation, disinfection & cleaning
- ✓ Maintenance
- ✓ Grocery stores, restaurants, food production, and food delivery
- ✓ Pharmacy
- ✓ Biomedical research
- ✓ Behavioral health
- ✓ Medical testing and diagnostics
- ✓ Home and community-based health care or assistance with activities of daily living
- ✓ Family or child care
- ✓ Social services
- ✓ Public health
- ✓ Mortuary
- ✓ Critical clinical research, development, and testing necessary for COVID-19 response
- ✓ State, local, or Tribal government workforce
- ✓ Workers providing vital services to Tribes
- ✓ Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- ✓ Solid waste or hazardous materials management, response, and cleanup
- ✓ Work requiring physical interaction with patients
- ✓ Dental care
- ✓ Transportation and warehousing
- ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.



3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
- Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
- If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

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ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

- ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
- ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - ✗ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
 - ✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

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undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

CITY COUNCIL “PRE-MEETING” WORK SESSION, MARCH 21, 2022

CALL TO ORDER

Mayor Carrie Tergin called the March 21, 2022 City Council “Pre-Meeting” to order at 5:45 P.M. to review the agenda.

ATTENDANCE

The following Councilmembers were present when the meeting convened:

Present: Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward,
and Wiseman
Absent: None

DISCUSSION OF AGENDA ITEMS

Councilmember Spencer will lead the prayer.

Miscellaneous

- Mayor Tergin will entertain a motion to amend the agenda, adding item 4(c.) under Miscellaneous: Wastewater Bond Committee Update.

Public Hearings

- City Planning Manager Eric Barron will present public hearing bill and resolutions. Mr. Barron requested pending bill 2021-088 to be taken up after public hearing bill 2021-087 as they are related.

Appointments

- City Human Resources Director Gail Strobe will present the recommended appointments to the boards and commissions.

Presentations from Staff, Consultant & Invited Guests

- City Neighborhood Specialist Manager Rachel Senzee and representatives from Republic Services will provide a recycling update.

Announcements

- Director of Planning and Protective Services Sonny Sanders will announce the 2018 Building Code Review Process Public Open House and the Spring Clean-up dates.

Consent Agenda

- Director of Public Works Matt Morasch noted the cost amount correction on item d. of the agenda. The agenda amount should read \$26,641. The amount is correct in the City Council packet.

CITY COUNCIL “PRE-MEETING” WORK SESSION, MARCH 21, 2022

Bills Introduced

- City Staff presented their introduced bills.

Bills Pending

- Pending bill 2021-088 will be taken up after the public hearing, pending bill 2021-087 since the two bills are related.

Resolutions

- City Staff presented their resolution.

ADJOURNMENT

The meeting adjourned at 5:54 P.M.

REGULAR COUNCIL MEETING, MARCH 21, 2022

CALL TO ORDER

Mayor Carrie Tergin called the March 21, 2022 City Council meeting to order at 6:01 P.M.

ROLL CALL

The following Councilmembers were present for roll-call:

Present: Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward, and Wiseman

Absent: None

ADOPTION OF THE AGENDA

A motion was made by Councilmember Lester and seconded by Councilmember Ward to adopt an amended agenda, adding item 4(c.) Wastewater Bond Committee Update. The motion passed unanimously.

BOY SCOUTS RECOGNITION

Mayor Tergin recognized the boy scouts in attendance from First Baptist Church: Troop 11 and Troop 3011.

MISCELLANEOUS AGENDA ITEMS

- a. JC Parks Director Todd Spalding and Mayor Carrie Tergin joined in recognizing and congratulating JC Parks employee Phil Stiles, for receiving the prestigious state-wide Parks Fellow Award.
- b. Mayor Tergin recognized Margie Mueller, Recent Director of Finance and Information Technology retiree. Mayor Tergin and City Administrator Steve Crowell thanked Ms. Mueller for her years of service with the City. Mr. Crowell introduced Shiela Pearre as the Interim Director of Finance and Information Technology. Ms. Pearre has been with the City, most recently as Chief Accountant for 15 years.
- c. Bob Gilbert, Tri-Chair of the Wastewater Bond Committee and 5th ward resident, gave an update on the committee's efforts to educate citizens on the April 5th election ballot bond issue. Postcards will be delivered next week to citizens in the community. The committee has given presentations to various organizations throughout the community.

PUBLIC HEARINGS

- a. Rezoning 5.27 Acres Located in the 2400 Block of Industrial Drive from M-2 General Industrial to C-2 General Commercial
 - i. Associated Pending Bill 2021-087

REGULAR COUNCIL MEETING, MARCH 21, 2022

A Staff presentation was made by Eric Barron, City Planning Manager

Paul Sampson of Central Missouri Professional Services spoke in favor of the bill, representing the property owner.

There being no one else to speak on the bill, Mayor Tergin declared the evidentiary portion of the public hearing concluded.

2021-087 sponsored by Councilmember Lester, entitled

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, CHANGING, AMENDING, AND MODIFYING THE ZONING MAP OF THE ZONING CODE OF THE CITY OF JEFFERSON, BY REZONING 5.27 ACRES LOCATED IN THE 2400 BLOCK OF INDUSTRIAL DRIVE FROM M-2 GENERAL INDUSTRIAL TO C-2 GENERAL COMMERCIAL.

After further discussion on the bill between City Staff and Councilmembers, bill 2021-087 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16211**

Aye: Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward, and Wiseman

Nay: None

b. Pending Bill **2021-088** sponsored by Councilmember Lester

Although this pending bill did not require a public hearing, City Staff requested the bill be taken up at this time as it related to the prior pending bill 2021-087.

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, ACCEPTING AND APPROVING THE FINAL SUBDIVISION PLAT OF MEL'S CAFE SUBDIVISION, A SUBDIVISION OF THE CITY OF JEFFERSON MISSOURI.

Bill 2021-088 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16212**:

Aye: Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward, and Wiseman

Nay: None

c. Special Exception Permit for a Small Wireless Facility on Right-of-Way Located at 818 Montana Street

i. Associated Resolution RS2021-28

A Staff presentation was made by Eric Barron, City Planning Manager

REGULAR COUNCIL MEETING, MARCH 21, 2022

Representing AT&T, Joe Markus of Black and Veatch spoke in favor of the resolution and answered Councilmembers' questions about the pole location.

There being no one else to speak on the resolution, Mayor Tergin declared the evidentiary portion of the public hearing concluded.

RS2021-28 sponsored by Councilmember Lester, entitled

A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI APPROVING A
SPECIAL EXCEPTION PERMIT FOR A SMALL WIRELESS FACILITY ON
RIGHT-OF-WAY LOCATED AT 818 MONTANA STREET

Councilmember Wiseman motioned to adopt RS2021-28. Councilmember Spicer seconded the motion. The motion passed by the following roll-call vote:

Aye: Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward,
and Wiseman

Nay: None

- d. Special Exception Permit for a Small Wireless Facility on Right-of-Way Located at 917 Jackson Street

- i. Associated Resolution RS2021-29

A Staff presentation was made by Eric Barron, City Planning Manager. Mr. Barron presented the emailed comments and responses between City Staff and the property owner.

Representing AT&T, Joe Markus of Black and Veatch spoke in favor of the resolution and answered Councilmembers' questions about the pole location.

There being no one else to speak on the resolution, Mayor Tergin declared the evidentiary portion of the public hearing concluded.

RS2021-29 sponsored by Councilmember Lester, entitled

A RESOLUTION OF THE CITY OF JEFFERSON, MISSOURI APPROVING A
SPECIAL EXCEPTION PERMIT FOR A SMALL WIRELESS FACILITY ON
RIGHT-OF-WAY LOCATED AT 917 JACKSON STREET

Councilmember Wiseman motioned to adopt RS2021-29. Councilmember Spicer seconded the motion. The motion passed by the following roll-call vote:

Aye: Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward,
and Wiseman

Nay: None

REGULAR COUNCIL MEETING, MARCH 21, 2022

APPOINTMENTS BY THE MAYOR

Councilmember Schreiber motioned to approve the recommended appointments to the following boards and commissions. Councilmember Ward seconded the motion. The motion passed unanimously.

Recommended Appointments to the Following Boards and Commissions:

Board or Commission	Recommended Appointment	New Term Expires	Term Full/Partial
Airport Advisory Committee	Derek Thomas	Mar 2026	Full
Cultural Arts Commission	Holly Stitt	Mar 2025	Full
Environmental Quality Commission	Jeanne Jacobek	Nov 2023	Full
Library Board of Directors	Bob Priddy	Mar 2025	Full
Public Transit Advisory Committee	Hannah Frevert	Jan 2023	Partial
USS Jefferson City	Patrick Bonnot	Mar 2025	Full
Submarine Committee	Marti Thruston	Mar 2025	Full

PRESENTATIONS FROM STAFF, CONSULTANTS & INVITED GUESTS

City Neighborhood Services Manager Rachel Senzee and Dylan Person and Lillian Kinard of Republic Services presented a recycling update. Mayor Tergin requested that City Staff come back to City Council with options for recycling in the downtown area.

ANNOUNCEMENTS BY MAYOR, COUNCIL, AND STAFF

City Council committee announcements:

- Committee on Administration – The next meeting is scheduled for April 6th, 7:30 A.M.
- Finance Committee – There will be an ARPA funds public comment session at the April 4th City Council meeting. The regular March Finance Committee meeting has been cancelled.
- Public Safety Committee – The next meeting will be March 31st at 7:30 A.M. in the Police Training Room.
- Public Works & Planning Committee – The March meeting was held on March 10th at 7:30 A.M. The next meeting will be April 7th.

Staff Announcements:

- The 2018 Building Code Review Process - Public Open House schedule was provided by Sonny Sanders, Director of Planning and Protective Services. The open house is scheduled for March 24th.
- Mr. Sanders announced the Spring Clean-up dates: April 4th for City residents west of Hwy. 54. April 11th for City residents east of Hwy 54. A flyer can be found on the City website listing items that are acceptable and unacceptable for disposition during the Spring clean-up.

REGULAR COUNCIL MEETING, MARCH 21, 2022

Mayor's announcements:

- The next Community Bike Ride is this Saturday, March 26th at 10:30 A.M., meeting at the North Pavilion.
- City Chief Accountant Shiela Pearre has been named the Interim Director of Finance and Information Technology.

LINCOLN UNIVERSITY STUDENT REPRESENTATIVE UPDATE

Stacy Landis, Student Representative, was not in attendance.

PRESENTATIONS FROM THE GALLERY ON SPECIFIC BILLS OR RESOLUTIONS

Becky Richards, property owner of 122 W. Circle Dr, spoke against bill 2021-091 related to parking on W. Circle Drive.

The following spoke on bill 2021-093 related to a supplemental appropriation for Capitol Avenue demolitions and acquisitions:

1. Donna Deetz: Chair of Historic Preservation Commission - would like the bill to be amended with preference to acquisition rather than demolition
2. Anne Clouse-Green: Historic City of Jefferson Chair– against demolition of properties - would like to see a three to six-month time period be allowed for potential property buyers to come forward with a letter of intent
3. Tyler Woods: Local businessman in favor of demolition based on his experience inside the properties
4. Steve Veile: 512 E. Capitol Avenue property owner – prefers to see properties rehabilitated when possible, rather than demolition of all properties
5. D.J. Drury: Local businessman and owner of 208 Marshal Street – prefers rehabilitation and is interested in purchasing some of the properties when and if they become available
6. Holly Stitt: Owner of Stitt Barony – prefers rehabilitation and not demolition
7. Amanda Burke Williams: Owner of 103 Jackson St – prefers rehabilitation and not demolition

BILLS INTRODUCED

Having just listened to citizens' testimony on bill 2021-093 and due to the lengthiness of the meeting, Mayor Tergin requested bill 2021-093 be taken up at this time out of respect to those in attendance for this specific bill.

2021-093 sponsored by Councilmember Fitzwater

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE FISCAL YEAR 2022 BUDGET OF THE CITY OF JEFFERSON, MISSOURI, BY APPROPRIATING ADDITIONAL FUNDS WITHIN THE GENERAL FUND.

After discussion between City Councilmember and City Staff Mayor Tergin requested a quick recess at 8:20 P.M. There was no objection.

REGULAR COUNCIL MEETING, MARCH 21, 2022

The meeting reconvened at 8:25 P.M with all Councilmembers present.

RESOLUTIONS

Nicole Hillen with the News Tribune asked Mayor Tergin if RS2021-30 could be taken up at this time to meet a publishing deadline. There was no objection to this request.

RS2021-30 sponsored by Councilmember Fitzwater; co-sponsored by Councilmember Schreiber

A RESOLUTION APPROVING A LAND SWAP AGREEMENT BETWEEN THE STATE OF MISSOURI AND THE CITY

Ryan Moehlman, City Attorney, presented the resolution.

Councilmember Fitzwater motioned to adopt RS2021-30. Councilmember Schreiber seconded the motion.

The motion passed by the following roll-call vote:

Aye:	Fitzwater, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward, and Wiseman
Nay:	None

BILLS INTRODUCED

Due to the lengthiness of the meeting, Mayor Tergin requested bill 2021-091 be taken up at this time out of respect to Mrs. Richards who was in attendance and testified earlier on this specific bill.

2021-091 sponsored by Councilmember Wiseman

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), SCHEDULE J (PARKING PROHIBITED), BY THE ADDITION OF ONE SPACE ON THE EAST SIDE, OF WEST CIRCLE DRIVE.

CONSENT AGENDA

- a. Minutes of City Council Meetings: March 7
- b. Awarding Bid IFB4004 – Veterinary Supplies to Midwest Veterinary Supply, Covetrus, and Zoetis
- c. Approving the Utilization of Sourcewell Contract 093021-ELG with Elgin Sweeper for Street Sweeper Parts and Supplies
- d. Authorizing \$26,641 Repair Contract with JCI Industries, Inc. for Cole Junction Pump Repair
- e. Authorizing Application for the Missouri Department of Transportation, Traffic & Hwy Safety Division Driving While Impaired (DWI) Enforcement Grant for \$26,109.20

REGULAR COUNCIL MEETING, MARCH 21, 2022

- f. Authorizing Application for the Missouri Department of Transportation, Traffic & Hwy Safety Division Hazardous Moving Violations (HMV) Enforcement Grant for \$26,287.36
- g. Authorizing Change Order #1 with Donohue and Assoc., Inc. for Westview Pump Station Upgrade in the Amount of \$104,000
- h. Authorizing an Estimated Change Order Agreement with Springbrook for an Upgrade of the Public Sector Financial Management Software

Councilmember Wiseman motioned and Councilmember Kemna seconded the motion to approve the above consent agenda items. The motion passed unanimously.

BILLS INTRODUCED

2021-090 sponsored by Councilmember Wiseman

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), SCHEDULE J (PARKING PROHIBITED), BY THE MODIFICATION OF THE EAST SIDE OF BUENA VISTA.

2021-091 Taken up earlier

2021-092 sponsored by Councilmember Hensley

AN ORDINANCE REPEALING CHAPTER 25, ARTICLE III OF THE JEFFERSON CITY CODE AND ENACTING IN LIEU THEREOF A NEW CHAPTER, ARTICLE III RELATING TO THE URBAN REDEVELOPMENT CORPORATIONS LAW.

2021-093 Taken up earlier

BILLS PENDING

2021-087 Taken up under 5(a.)

2021-088 Taken up under 5(b.)

INFORMAL CALENDAR

There was nothing on the informal calendar at this time.

RESOLUTIONS

RS2021-28 Taken up under 5(c.)

RS2021-29 Taken up under 5(d.)

RS2021-30 Taken up earlier

REGULAR COUNCIL MEETING, MARCH 21, 2022**PRESENTATIONS FROM THE GALLERY ON OTHER TOPICS**

There were no presentations at this time.

COUNCIL AND STAFF DISCUSSION OF PRESENTATION TOPICS

There was no discussion at this time.

NEW BUSINESS

There was no new business at this time.

UNFINISHED BUSINESS

There was no unfinished business at this time.

ADJOURNMENT

A motion to adjourn was made by Councilmember Wiseman, seconded by Councilmember Spicer, and approved unanimously at 8:53 P.M.

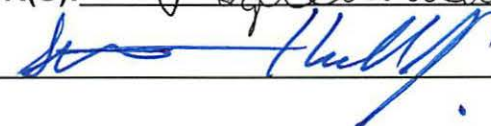
CONSENT AGENDA STAFF REPORT

ITEM CONSIDERED: Item B

SUBJECT: Authorizing Renewing the Award of Bid 3156 for the Upfitting of Police Vehicle to Turn-Key Mobile of Jefferson City, MO

DATE CONSIDERED: April 4, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff recommends renewing the agreement generated by B3156-Upfitting of Police Vehicles for year two (2) to Turn-Key Mobile of Jefferson City, Missouri. Turn-Key Mobile of Jefferson City, Missouri was selected as the firm best qualified to provide professional services related to the upfitting of police vehicles per bid 3156. The original agreement carried two (2) additional one-year renewal periods. Vehicles serviced under this contract receive top priority service with work completed as soon as possible.

Upfitting includes the un-installment of equipment, and the repair of existing vehicle equipment on an as-needed, if-needed basis for the City. Turn-Key Mobile will continue to provide all labor, materials, supplies, equipment, and incidentals needed to perform installation, un-installation, and repair services.

Equipment upfitting may include emergency lighting, sirens, push bumpers, dash camera, center console, MDT mount, vehicle repeaters, prisoner partition, wireless access points, cabinetry boxes with electronics, and interior cameras. The contract provides a firm shop rate and discounted equipment.

FINANCE DEPARTMENT

PURCHASING DIVISION

SUBJECT: Bid 3156 – Upfitting of Police Vehicles
Police Department, Opened March 16, 2021

RECOMMENDATION:

Staff recommends renewing the award of bid 3156 for the upfitting of police vehicles to Turn-Key Mobile of Jefferson City, MO. This is the first of two available renewal options. The percentage discounts and labor rates remain the same as the original contract period. Total costs for the second renewal period is to not exceed \$75,000. The Police Department is expecting to spend approximately \$36,400 of that in fiscal year 2022. The contract provides a firm shop rate and discounts off parts. The contract allows for one more renewal after this.

BIDS RECEIVED:

	Shop Rate	# of Hours per Vehicle
A&W Communication, Jefferson City, MO	\$65.00	37.50
Mhart Communications, Jefferson City, MO	\$75.00	49.50
Turn-Key Mobile, Jefferson City, MO	\$80.00	40.00
Wireless USA, Jefferson City, MO	\$85.00	42.00

The bid was advertised in the February 28, 2021 edition of the News Tribune, posted on PublicPurchase, and solicited from 6 vendors.

FISCAL NOTE:

Account Number	Description	FY 2021 Budget	Expended or Encumbered Amount	Bid Amount	Balance
45-990-575021	Police Vehicles, Sales Tax Funds	\$484,317.90*	\$453,349.50	\$30,968.40	\$0.00
10-300-572010	Purchase of Vehicles, General Funds	\$88,833.60	\$83,402.00	\$5,431.60	\$0.00
Bid Total				\$36,400.00**	

**A budget amendment is in process to move additional funds into this account to cover the costs. As of 3/17/22, the actual budget amount is \$468,993.83.

**Prorated amount of expected expenditures from 4/20/22 – 10/31/22.

ATTACHMENTS - SUPPORTING DOCUMENTATION

Signature 
Purchasing Agent 3/17/22

City of Jefferson

Finance Department, Purchasing Div.
320 E. McCarty St. Room 202
Jefferson City, MO 65101



Carrie Tergin, Mayor

Leigh Ann Corrigan
Purchasing Agent

March 11, 2022

Turn-Key Mobile
210 Prado Drive 4570 Country Club Dr.
Jefferson City, MO 65109

Mr. Southard:

The current agreement generated by B3156-Upfitting of Police Vehicles is set to expire April 19, 2022. The original agreement carried two (2) additional one year renewal periods. Do you wish to renew for year two?

This letter should not be constructed as an offer to execute an agreement for services, but an inquiry to ascertain your interest in its extension. Should the city decide to renew the agreement, a formal contract or renewal agreement will be furnished to you.

Please return your reply within ten (10) days to my attention at the City of Jefferson, Office of the Purchasing Agent, 320 East McCarty Street, Jefferson City, Missouri 65101, fax your response to (573) 634-6329 or you may email to purchasing@jeffcitymo.org.

Sincerely,

Craig Vaughan
Purchasing Technician

☒ Yes, I would like to renew year two of agreement created by B3156

☐ No, I would not like to renew current agreement created by B3156

Signature

Date:

3-14-22

Vaughan, Craig

From: Benward, Bethany
Sent: Friday, March 11, 2022 10:21 AM
To: Vaughan, Craig
Subject: RE: B3156-Upfitting of Police Vehicles

Follow Up Flag: Follow up
Flag Status: Completed

Yes- please renew

Bethany Benward
Management Analyst
Jefferson City Police Department
401 Monroe Street
Jefferson City, MO 65101
573-634-6348 (direct)
573-634-6359 (fax)

From: Vaughan, Craig
Sent: Friday, March 11, 2022 10:16 AM
To: Benward, Bethany <BBenward@jeffersoncitymo.gov>
Subject: B3156-Upfitting of Police Vehicles

The current agreement with Turn-Key Mobile for police vehicle upfitting is set to expire April 19, 2022. The original agreement carried two additional one year renewal periods. Would you like to renew for Year Two of the agreement?

Craig Vaughan
Purchasing Technician
Tel: 573-634-6324
Fax: 573-634-6329
[City of Jefferson](#)

ATTACHMENT A - BID FORM - B3156 - UPFITTING OF POLICE VEHICLES

Bidders shall indicate firm, fixed pricing and discounts for the services below. Pricing shall be good for a 12-month period from the date of award plus two renewal options. Items will be purchased on an as-needed, if-needed basis. Installation of equipment will only be needed for the Ford SUV Interceptor. Un-installation of equipment may be from Dodge Durangos, Ford SUV Interceptors, Ford Explorers, or Chevrolet Tahoes.

Equipment Discounts (% Discount off List Price)			
	Year 1	Year 2	Year 3
Whelen Equipment	35%	35%	35%
Jotto Equipment (Prisoner transport/gunracks/partitions)	15%	15%	15%
Jotto Equipment (consoles/mounts/accessories)	30%	30%	30%
Santa Fe Equipment	No Bid	No Bid	No Bid
Havis Equipment (K9/prisoner transport)	20%	20%	20%
Havis Equipment (Docking stations)	30%	30%	30%
Havis Equipment (consoles/mounts/accessories)	25%	25%	25%
Gamber-Johnson (Panasonic docking station)	45%	45%	45%
Gamber-Johnson (consoles/mounts/accessories)	30%	30%	30%
Pro-Guard	22%	22%	22%
Go Rhino	25%	25%	25%
Patrol Power	33%	33%	33%
Installation/Un-installation/Repair Labor Rate (To include misc. connectors, hardware, wire, etc.)			
	Year 1	Year 2	Year 3
Shop Labor Rate	\$80	\$80	\$85
Labor Hours for Installation and Un-Installation			
Work Type	# of Hours to Install	# of Hours to Un-Install	
Push Bumper	2.5	1	
Siren	1	0.5	
Light bar with VCON switch	2.25	0.5	
Full partition (cage) with floor pans	2.5	1.25	
Center console	2	1	
Motorola mobile radio	2	0.5	
MDT dock with wiring	2	0.5	
Siren box	3	1	
Scanner	0.5	0.25	
Arbitrator in-car camera (Dash Camera)	5.25	1.5	
Dual radar system	2	1	
Jotto gun rack	1.5	0.5	
Flashlight charging cradle	0.25	0.25	
License plate lights (emergency-blue/red)	1.5	0.5	
SVR-250 vehicular repeater	1.25	0.5	
Supervisor light bar for front	1.5	1	
Light bar for rear (interior front/rear emergency lights)	1.5	0.5	
Ticket printer	1	0.25	
Rear transport seat	2.5	1	
External GPS/Cellular antenna	1	0.25	
Whelen taillight strobes, red, blue or white - pair	1.5	0.75	
Whelen headlight strobes, red, blue or white - pair	1.5	0.75	

CONSENT AGENDA STAFF REPORT

ITEM CONSIDERED: Item C

SUBJECT: Declares Certain City-Owned Personal Property Surplus and Authorizes the Disposition by Sale through Auction

DATE CONSIDERED: April 4, 2022

DEPARTMENT DIRECTOR(S): Shela Pearce

CITY ADMINISTRATOR: [Signature]

Approval of this consent agenda item is to declare a Public Work's truck and trailer as surplus. The truck and trailer will be sold via online auction by Purplewave.


Vehicle Type	Tag #	VIN	Mileage	Condition	Est. Value
2000 Ford F550 Super Duty Flat Bed, 4X4	14849	1FDAF57F2YEE52228	29,037	Good	\$15,000
2014 Maxwell 16' with 4' Dove Tail Gooseneck Trailer		4MPFG2128E1006054	133,738	Good	>\$1,000

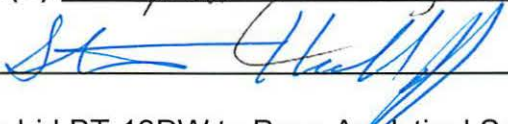
CONSENT AGENDA STAFF REPORT

ITEM CONSIDERED: Item D

SUBJECT: Award Bid BT-12DW – Influent/Effluent Wastewater Testing to Pace Analytical Services, Inc.

DATE CONSIDERED: April 4, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff recommends awarding bid BT-12DW to Pace Analytical Services, Inc. for testing services. Pace is a certified laboratory that will provide results for water and solids testing for constituents that the treatment facility is not certified for and for quality assurance. Pace was the only company that bid on the service.

Funds will come from the Wastewater Enterprise Fund Account 64-670-524050 *Lab & Sampling*.

PAST PERFORMANCE:

This vendor has provided positive service with respect to time of results, accuracy, methods, and availability of reporting data in the past.

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Bid IFB4027 – Influent/Effluent Testing
Public Works, Wastewater Division – Opened March 17, 2022

RECOMMENDATION:

Staff recommends the award of bid IFB4027 for influent/effluent testing to Pace Analytical Services, Inc. of Lenexa, Kansas. This bid was evaluated by Public Work's staff and is deemed as acceptable. Public Work's past history with this vendor has been positive with respect to time of results, accuracy, methods, and availability of reporting data. This award is for one year with two one-year renewal options. Yearly expenditures are approximately \$68,138.

BIDS RECEIVED:

Pace Analytical Services, Lenexa, KS

This bid was advertised in the News Tribune on March 2, 2022 and posted on Bonfire. Bid notifications were sent to 199 vendors.

FISCAL NOTE:

Account Number	Description	FY 2021 Budget	Expended or Encumbered Amount	Bid Amount	Balance
64-670-524050	Lab & Sampling, Wastewater Fund	\$71,767.92	\$23,111.76	\$48,071.00*	\$585.16

*Prorated amount for the remaining of the fiscal year.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 3/23/22



Department of Public Works

Memorandum

320 East McCarty Street • Jefferson City, Missouri 65101 • P: 573.634.6410 • F: 573.634.6562 • www.jeffcitymo.org

Date: March 21, 2022

To: Leigh Ann Corrigan, Purchasing Agent

Through: Matt Morasch, P.E. Director of Public Works

From: Eric Seaman, P.E. Wastewater Division Director

Subject: **Bid No. BT-12DW – Influent/Effluent Testing**

Staff has reviewed the bids received for Influent/Effluent Testing (Bid BT-12DW). We recommend PACE Analytical for the three year contract (one year with two potential annual renewals).

Our history with them has been positive with respect to time of results, accuracy, methods, and availability of reporting data.

Funds will come from the Wastewater Enterprise Fund Account 64-670-524050 *Lab & Sampling*

			Pace Analytical Services, LLC			
			\$ 19,882.0			
		Total Cost				
#	Items	Estimated Quantity	Year One	Year Two	Year Three	TotalYearOneCost
1						
#1-1	Oil and Grease, mg/L (SBR Eff monthly, Algoa Qrtly)	20	\$ 45	\$ 47.25	\$ 49.5	\$ 900
#1-2	Wet Test, Whole Effluent Toxicity Test (annual, refer to permit if / 1		\$ 670	\$ 703.5	\$ 737	\$ 670
#1-3	Ammonia (SBR 2/mnt; Algoa Eff/monthly, Inf/Qrtly)	40	\$ 20	\$ 21	\$ 22	\$ 800
#1-4	Nitrite+Nitrate(SBR 2/mnt; Algoa Inf and Eff/ Qrtly)	32	\$ 15	\$ 15.75	\$ 16.5	\$ 480
#1-5	Total Phosp (SBR 2/mnt; Algoa Inf and Eff/ Qrtly)	32	\$ 25	\$ 26.25	\$ 27.5	\$ 800
#1-6	TKN (SBR 2/mnt; Algoa Inf and Eff/ Qrtly)	32	\$ 25	\$ 26.25	\$ 27.5	\$ 800
2						
#2-1	Cyanide (minimum of semiannual, addt'l as needed)	8	\$ 35	\$ 36.75	\$ 38.5	\$ 280
#2-2	Cadmium (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-3	Chromium (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-4	Copper (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-5	Lead (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-6	Nickel (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-7	Silver (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-8	Zinc (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-9	BOD (5 industries + 6 airport stormwater)	11	\$ 35	\$ 36.75	\$ 38.5	\$ 385
#2-10	TSS (5 industries + 6 airport stormwater)	11	\$ 15	\$ 15.75	\$ 16.5	\$ 165
#2-11	O & G (Semi INF + 5 industries + 6 airport stormwater)	15	\$ 45	\$ 47.25	\$ 49.5	\$ 675
#2-12	ecoli (Eff as needed)	12	\$ 65	\$ 68.25	\$ 71.5	\$ 780
#2-13	MDNR Part D Expanded Testing Scan	2	\$ 100	\$ 105	\$ 110	\$ 200
#2-14	Arsenic (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-15	Mercury (minimum of semiannual, addt'l as needed)	8	\$ 25	\$ 26.25	\$ 27.5	\$ 200
#2-16	Phenols (minimum of semiannual, addt'l as needed)	8	\$ 30	\$ 31.5	\$ 33	\$ 240
#2-17	Iron (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-18	Manganese (min. of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-19	Molybdenum (min. of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-20	Selenium (minimum of semiannual, addt'l as needed)	8	\$ 8	\$ 8.4	\$ 8.8	\$ 64
#2-21	BTEX (minimum of semiannual, addt'l as needed)	8	\$ 40	\$ 42	\$ 44	\$ 320

#2-22	Surfactants (semiannual + 5 industries)	13	\$ 70	\$ 73.5	\$ 77	\$ 910
#2-23	COD (airport 2/month for 3 months)	6	\$ 30	\$ 31.5	\$ 33	\$ 180
#2-24	Ethylbenzene (airport 2/month for 3 months)	6	\$ 40	\$ 42	\$ 44	\$ 240
#2-25	Chloride (airport 2/month for 3 months)	6	\$ 15	\$ 15.75	\$ 16.5	\$ 90
#2-26	Ammonia (airport 2/month for 3 months)	6	\$ 20	\$ 21	\$ 22	\$ 120
#2-27	Nitrate (airport 2/month for 3 months)	6	\$ 15	\$ 15.75	\$ 16.5	\$ 90
#2-28	Total Nitrogen (5 industries)	5	\$ 15	\$ 15.75	\$ 16.5	\$ 75
#2-29	Total Phosphorous (5 industries)	5	\$ 25	\$ 26.25	\$ 27.5	\$ 125
#2-30	PFAS (annual)	1	\$ 315	\$ 330.75	\$ 346.5	\$ 315
#2-31	TTO/PP (as needed)	1	\$ 420	\$ 441	\$ 462	\$ 420

3

#3-1	Total Cadmium, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-2	Total Chromium, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-3	Total Copper, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-4	Total Lead, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-5	Total Mercury, mg/kg, (monthly)	12	\$ 25	\$ 26.25	\$ 27.5	\$ 300
#3-6	Total Molybdenum, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-7	Total Nickel, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-8	Total Selenium, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-9	Total Zinc, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-10	Percent Solids, (monthly)	12	\$ 12	\$ 12.6	\$ 13.2	\$ 144
#3-11	Percent Volatile Solids (monthly)	12	\$ 15	\$ 15.75	\$ 16.5	\$ 180
#3-12	Total Nitrogen, mg/kg, (monthly)	12	\$ 15	\$ 15.75	\$ 16.5	\$ 180
#3-13	Ammonia Nitrogen, mg/kg, (monthly)	12	\$ 20	\$ 21	\$ 22	\$ 240
#3-14	Nitrate Nitrogen, mg/kg, (monthly)	12	\$ 15	\$ 15.75	\$ 16.5	\$ 180
#3-15	Total Phosphorus, mg/kg, (monthly)	12	\$ 25	\$ 26.25	\$ 27.5	\$ 300
#3-16	Total Potassium, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-17	Total Fecal Coliform MPN/gram -1 time per month - dry weight b:	84	\$ 50	\$ 52.5	\$ 55	\$ 4,200.0
#3-18	Total Arsenic, mg/kg, (monthly)	12	\$ 8	\$ 8.4	\$ 8.8	\$ 96
#3-19	TKN Nitrogen, mg/kg, (monthly)	12	\$ 25	\$ 26.25	\$ 27.5	\$ 300
#3-20	Metal preparation (monthly)	12	\$ 10	\$ 10.5	\$ 11	\$ 120
#3-21	Pesticides and PCBs- Priority Pollutants – 1 per yr	1	\$ 130	\$ 136.5	\$ 143	\$ 130
#3-22	Semivolatile Organics- Priority Pollutants-1 per yr	1	\$ 180	\$ 189	\$ 198	\$ 180
#3-23	Volatile Organics- Priority Pollutants- 1 per year	1	\$ 75	\$ 78.75	\$ 82.5	\$ 75

#3-24	Toxicity Characteristic Leaching Procedure- 1 per year	1	\$ 55	\$ 57.57	\$ 60.5	\$ 55
#3-25	TTO/PP – any parameters not included in metals	1	\$ 420	\$ 441	\$ 462	\$ 420
#3-26	PCB (monthly min., up to 4 per week) 12-208 per year	12	\$ 70	\$ 73.5	\$ 77	\$ 840
4						
#4-1	Effluent Sampler-Shall be supplied as needed/if needed	1	No Bid	No Bid	No Bid	No Bid
#4-2	Vender shall deliver and pick up samples if requested-Round Trip	1	\$ 50	\$ 52.5	\$ 55	\$ 50

CONSENT AGENDA STAFF REPORT

ITEM CONSIDERED: Item E

SUBJECT: Acceptance of the Edward Byrne Memorial Justice Assistance Grant Non-Drug Task Force Grant in the Amount of \$46,750 Passed Through the Missouri Department of Public Safety State to the Jefferson City Police Department

DATE CONSIDERED: April 4, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Approval of this Consent Agenda item would approve the acceptance of the United States of Justice pass-through of the Missouri Department of Public Safety for the Edward Byrne Memorial Justice Assistance Grant Non-Drug Task Force (Non-DTF) award in the amount of \$46,750.


The purpose of the Non-DTF award is to fund the Jefferson City License Plate Reader (JC LPR) Project. This project period is from April 1, 2022 through March 31, 2023. The purchase of the LPR will aim to protect critical infrastructure assets that are essential to the stability of the State of Missouri. The City of Jefferson is the capital of Missouri, the county seat of Cole County, the principal city of the Jefferson City Metropolitan Statistical Area, the second most metropolitan area in Mid-Missouri, and the fifth-largest in the state. Federal, state, and local law enforcement and intelligence officials have advised foreign terrorist organizations (FTOs) and United States homegrown violent extremists (HVEs) propaganda and publications are strongly encouraging supporters to target government buildings, critical infrastructure, first-amendment protected events, public figures, and government officials. The JC LPR Project was developed in response to the heightened threat environment to enhance the security of the capitol city.

The department will comply with all reporting requirements set forth in the Missouri Department of Public Safety Subaward Agreement & City purchasing policies to ensure compliance. Grant funds total \$46,750 with no matching requirement by the City of Jefferson.

Memorandum

To: City Council
From: City Administrator
Re: Grant Acceptance Over \$25,000
For: Consent Agenda

Pursuant to Section 2- 28 of the City Code, I request authority to accept the following Grant:

The name of the grantor:	United States Department of Justice pass-through entity Missouri Department of Public Safety
The amount of the grant:	\$46,750.00
The purpose of the grant:	The Jefferson City License Plate Reader (JC LPR) Project will aim to protect critical infrastructure assets that are essential to the stability of the State of Missouri. Jefferson City is the capital of Missouri, the county seat of Cole County, the principal city of the Jefferson City Metropolitan Statistical Area, the second most metropolitan area in Mid-Missouri, and the fifth-largest in the state. Federal, state, and local law enforcement and intelligence officials have advised foreign terrorist organizations (FTOs) and United States homegrown violent extremists (HVEs) propaganda and publications are strongly encouraging supporters to target government buildings, critical infrastructure, first-amendment protected events, public figures, and government officials. The JC LPR Project was developed in response to the heightened threat environment to enhance the security of the capitol city. Project period is 4/1/22 through 3/31/23.
Any matching requirements or future obligations tied to acceptance of the grant:	None.
CFDA#:	16.738
Grant Award # (if any):	#2019-MU-BX-0110 \$23,375.00 #2020-MU-BX-0059 \$23,375.00
City Department Responsible:	Police
Employee assigned as Grant Administrator:	Captain Eric Wilde
Revenue account # to be amended:	10-300-430010 Federal Grant
Expense account # to be amended:	10-300-572075 LLEBG Annual Grant Equipment
Reviewed by Finance:	

Please NOTE: Upon Approval of the Consent Agenda, the City Administrator may, on behalf of the city execute any documents necessary for accepting the grant and amend the budget to reflect the acceptance of such revenue, and amend the budget to reflect equivalent expenses so as to accomplish the purpose of such funds.

For Finance Department Use only: Approved on the Consent Agenda this _____ day of _____, 20____

Revised 8/2/16 by Ordinance 15545


BILL SUMMARY

BILL NO: 2021-094

SPONSOR: Councilmember Schreiber

SUBJECT: Authorizing a Supplemental Appropriation to the Jefferson City Police Department Amending the 2021-2022 Annual Budget, and Authorizing a Sole Source Expenditure of \$48,556.39 of Drug Forfeiture Justice Funds for Lexipol Policy and Procedural Management Software

DATE INTRODUCED: April 4, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: This bill would authorize a supplemental appropriation to the 2021-2022 Police Department general operating budget and authorize the expenditure of Drug Forfeiture Justice Funds for the purchase of Lexipol Policy & Procedure Software.

Origin of Request: Police Department

Department Responsible: Police Department

PERSON RESPONSIBLE: ROGER SCHROEDER, Chief of Police

Background Information: The Jefferson City Police Department currently utilizes a subscription service through Navex Global to maintain an electronic policy and procedures manual for the police department. This platform is not specific to law enforcement and cannot provide the tools needed for proper risk management of law enforcement policy and procedures. The department is constantly challenged to maintain current and relevant policies and procedures due to the pace of state and federal updates related to law enforcement. Lexipol provides a full library of customizable, state-specific law enforcement policies that are updated continually in response to new state and federal laws, as well as court decisions. Implementing Lexipol's services would save Staff time and money by protecting personnel and the community by providing expert advice specific to public safety law, policy, and training. Lexipol continuously monitors changes and trends in legislation and case law to create policies with training to minimize risk and effectively serve the community.

Lexipol is a partner with Midwest Public Risk, the City of Jefferson's insurance provider,

and will provide discounted subscription services of 25%. The implementation phase will provide policy cross-reference services, agency-specific content extraction, and updates for a one-time expense of \$33,313.20. The annual subscription services will provide up-to-date policies and procedures, daily training bulletins, web-based and mobile app platforms, and reporting of acknowledgment/training of policies by employees. The discounted annual subscription rate for the period of May 1, 2022 through June 30, 2023 would be \$15,243.20. Renewals thereafter would be \$13,065.60 on a reoccurring annual basis to replace the Navex Global subscription in the FY23 Police General budget.

The department recommends utilizing the Drug Forfeiture Funds from the Justice Reserve Account to implement the policy and procedures management software for a total year one expense of \$48,556.39.

Fiscal Information: Authorize the expenditure of \$48,556.39 from the Drug Forfeiture Justice Account.

BILL NO. 2021-094

SPONSORED BY Councilmember Schreiber

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE JEFFERSON CITY POLICE DEPARTMENT AMENDING THE 2021-2022 ANNUAL BUDGET AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS.

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

Section 1. There is hereby granted a supplemental appropriation within the Jefferson City Police Department Budget in the amount of \$48,556.39 as outlined in Exhibit A attached hereto.

Section 2. The Jefferson City Police Department is authorized to utilize this money for the purchase of Lexipol Policy and Procedure Management Software using Drug Forfeiture Justice Funds.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit B.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

CERTIFICATION BY MAYOR

Pursuant to Article VII, Section 7.1(5.) Of the Charter of the City of Jefferson, Missouri, I hereby certify that the sums appropriated in the ordinance are available in the various funds to meet the requirements of this bill.

Mayor Carrie Tergin

FINANCE DEPARTMENT

PURCHASING DIVISION

SUBJECT: Sole Source Procurement – Lexipol
Police Department

RECOMMENDATION:

Staff recommends purchasing policy management software from Lexipol of Frisco, Texas by means of sole source procurement. Lexipol is the only provider that offers the policy management, ability to track personnel compliance, and offers training, tracking, and reporting functionality. Documentation from the vendor is attached.

We are asking for approval to declare this purchase as a sole source and to approve the expenditure/contract.

The total cost is \$53,637.45 but MPR will be paying \$5,081.06 directly to Lexipol.

SOLE SOURCE PROCUREMENT:

Lexipol, Frisco, TX

Total City Cost
\$48,556.39

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Estimated Spend Amount	Balance
10-300-522026	Drug Forfeiture – Justice - Police General Funds	\$26,397.00*	\$24,874.90	\$48,556.39	\$0.00
Total Amount				\$48,556.39	

* The Police Department is requesting a supplemental to fund this purchase.

ATTACHMENTS - SUPPORTING DOCUMENTATION

Signature 
Purchasing Agent 3/23/22



MASTER SERVICE AGREEMENT

Agency's Name: Jefferson City Police Department (MO)
Agency's Address: 401 Monroe St
Jefferson City, Missouri 65101

Attention: Captain Deric Heislen

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Jefferson City Police Department (MO)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Policy Manual - May Prorated w/
MPR Fiscal Year

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 5/1/2022 End: 6/30/2022)	USD 3,629.33	20%	USD 725.87	USD 2,903.46
	Subscription Line Items Total			USD 725.87	USD 2,903.46
				USD 725.87	USD 2,903.46
Policy Manual - May Prorated w/MPR Fiscal Year Discount:					USD 725.87
Policy Manual - May Prorated w/MPR Fiscal Year TOTAL:					USD 2,903.46

Policy Manual - Renews
Annually

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 21,776.00	20%	USD 4,355.20	USD 17,420.80
	Subscription Line Items Total			USD 4,355.20	USD 17,420.80
				USD 4,355.20	USD 17,420.80
Policy Manual - Renews Annually Discount:					USD 4,355.20
Policy Manual - Renews Annually TOTAL:					USD 17,420.80

Policy Manual Implementation -
One-Time Cost

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross-Reference	USD 5,155.00	15%	USD 773.25	USD 4,381.75
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	15%	USD 329.25	USD 1,865.75
1	Law Enforcement Tier I Implementation	USD 12,427.00	15%	USD 1,864.05	USD 10,562.95
1	Law Enforcement Tier II Implementation	USD 2,611.00	15%	USD 391.65	USD 2,219.35
1	Law Enforcement Tier III Implementation	USD 5,580.00	15%	USD 837.00	USD 4,743.00
1	Law Enforcement Tier IV Implementation	USD 7,461.00	15%	USD 1,119.15	USD 6,341.85
1	Law Enforcement Tier V Implementation	USD 3,763.00	15%	USD 564.45	USD 3,198.55

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
	One-Time Line Items Total			USD 5,878.80	USD 33,313.20
				USD 5,878.80	USD 33,313.20
Policy Manual Implementation - One-Time Cost Discount:					USD 5,878.80
Policy Manual Implementation - One-Time Cost TOTAL:					USD 33,313.20

*Law Enforcement pricing is based on 90 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 500 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes

MPR Partner Agency, 20% off Policy Manual subscription.

Agency to pay MPR directly for 75% of listed Policy Manual Subscription.

$$L715,243^{20} + \text{Implementation} \\ = 48,556^{40}$$

$$\text{Annual Maint} = \$13,065^{60}$$



March 14, 2022

To Jefferson City Police Department,

This letter is intended to confirm Lexipol as a sole source provider of risk management tools for public safety organizations. Lexipol offers subscription-based policy management and training services that are purchased by public safety and local government organizations directly from Lexipol.

AGENCY NEED

Your agency or department requires a policy management solution that is compliant with federal, state, and local laws and regulations, implemented by qualified professionals, customized to fit your needs, and includes scenario-based daily training bulletins with tests to reinforce and demonstrate policy comprehension. The system must be readily accessible online and via mobile devices, provide real-time policy updates, and include a supplemental manual for department-specific procedural content.

LEXIPOL PRODUCT DETAILS

Lexipol's comprehensive policy management solution is the only one to provide all of the above. A Lexipol subscription provides access to substantive copyrighted content on a proprietary, web-based knowledge management system that enables issuance of department-specific policy, captures electronic signatures for compliance, and assigns training to reinforce comprehension and application. Lexipol's policy solution allows your agency or department to increase policy compliance and personnel safety while improving the services provided to the communities they serve.

By working with Lexipol, your agency will take advantage of our unrivaled network of subject matter experts and legal resources to implement policy management solutions. Due to the increasing complexity of evolving laws governing public safety organizations, hiring resources that carry the requisite legal expertise in this subject matter has proven cost prohibitive on a per-department basis.

JUSTIFICATION FOR SOLE SOURCE AWARD

As hundreds of other departments and agencies have determined through review and due diligence, no other platform provides a comprehensive policy management solution suite like Lexipol. Others may staff personnel who help write and review policy content but lack a web-based interface to track ongoing personnel compliance and knowledge management. Alternatively, they may provide a platform to house content but do not offer training and updates to ensure retention of vital material. Finally, many lack tracking and reporting altogether.

Only Lexipol offers a comprehensive policy solution that meets all department requirements, making it the sole source for your needs.

If you have any questions or need assistance, please feel free to contact me. We appreciate the opportunity to support your agency or department.

Sincerely,

Jan Roos

Jan Roos
General Counsel
jroos@lexipol.com

**SUPPLEMENTAL APPROPRIATION
FISCAL YEAR 2022 BUDGET**

General Fund:

Revenue

10-100-495995 Transfer From (to) Surplus ¹	\$ 48,556.39
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Expenditure

10-300-522026 Drug Forfeiture - Justice	\$ 48,556.39
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¹The Reserve for Drug Forfeiture - Justice account, which is part of the City's restricted fund balance, had a balance of \$133,436.33 at the end of fiscal year 2021.

Of that amount, \$26,397 was previously approved for supplemental appropriation leaving a remaining balance of \$107,039.33.

*Any unspent related funds shall be reappropriated until all expenses for the project specified have been recognized.

**CITY OF JEFFERSON
CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and Lexipol, L.L.C., hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, the City desires to engage the Contractor to render certain services for policy and procedure manual services, hereinafter described in Exhibit A, subject to the terms contained in Exhibit B (Lexipol’s User License Agreement).

WHEREAS, Contractor has made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal to enter into a contract with the Contractor for the performance of services by the Contractor.

NOW THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. Scope of Services.

Contractor agrees to provide all supervision, labor, tools, equipment, materials and supplies for policy and procedure manual services, as set forth in Exhibit A. In the event of a conflict between this agreement and any attached exhibits, the provisions of this agreement shall govern and prevail.

2. Payment.

The City hereby agrees to pay Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract documents upon acceptance of said work by an Agent of the City of Jefferson’s Police Department and in accordance with the rates and/or amounts stated in the bid of Contractor dated November 9, 2021, which are by reference made a part hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. No change in compensation shall be made unless there is a substantial and significant difference between the work originally contemplated by this agreement and the work actually required. The total amount for services rendered under this contract shall not exceed Forty-Eight Thousand Five Hundred Fifty-Six Dollars and Thirty-Nine Cents (\$48,556.39) for the first year, and Thirteen Thousand Sixty-Five Dollars and Sixty Cents (\$13,065.60) per year for the three (3) additional (1) year periods as discussed in paragraph 3 below.

3. Term.

This contract shall commence on the date last executed by a party as indicated below. The Contractor shall provide policy and procedure manual services, as set forth in Exhibit A, between May 1, 2022, and June 30, 2023. The services for the Annual LE Policy Manual & Daily Training Bulletins with Supplemental and Publication Service with Procedures, as referenced in Exhibit A, shall automatically renew for three (3) additional one (1) year periods, unless the City provides Contractor a written notice of non-renewal at least thirty (30) days prior to the first day of a renewal period.

4. Additional Services.

The City may add to Contractor services or delete therefrom activities of a similar nature to those set forth in Exhibit A, provided that the total cost of such work does not exceed the total cost allowance as specified in paragraph 2 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and approved by the City and shall be accepted and countersigned by the Contractor or its agreed representatives.

5. Personnel to be Provided.

The Contractor represents that Contractor has or will secure at its expense all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under the Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted except as provided in Exhibit A without the written approval of the City.

6. Contractor's Responsibility for Subcontractors.

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.

7. Independent Contractor.

The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees as agents or employees of the City.

8. Benefits not Available.

The Contractor shall not be entitled to any of the benefits established for the employees of the City and shall not be covered by the Workmen's Compensation Program of the City.

9. Nondiscrimination.

The Contractor agrees in the performance of the contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

10. Illegal Immigration.

Prior to commencement of the work:

- a. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- b. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- c. If Contractor is a sole proprietorship, partnership, or limited partnership, Contractor shall provide proof of citizenship or lawful presence of the owner.

11. Notice to Proceed.

The services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in accordance with the schedule contained in Exhibit A.

12. Termination.

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under

this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City reserves the right to terminate this contract for convenience by giving at least fourteen (14) days prior written notice to Contractor, without prejudice to any other rights or remedies of the City, provide Contractor shall be entitled to payment for all work completed by Contractor through the date of termination. The Contractor may with cause terminate this contract upon 30 days prior written notice. In either such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become its property, and the compensation for any satisfactory work completed on such documents and other materials shall be determined. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of contract by the Contractor.

13. Waiver of Breach.

Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

14. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party. In the event that the City successfully enforces the terms of this contract through litigation, the City shall be entitled to receive, in addition to any other relief, its reasonable attorney's fees, expenses and costs.

15. Severability.

If any section, subsection, sentence, or clause of this contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Assignment.

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

17. Existing Data.

All information, data and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge by the City, and the City shall cooperate with the Contractor in every reasonable way in carrying out the scope of services. The Contractor shall not be liable for the accuracy of the information furnished by the City.

18. Confidentiality.

Any reports, data or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or

organization by the Contractor without prior written approval of the City.

19. Indemnity.

To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

20. Insurance.

Contractor shall provide, at its sole expense, and maintain during the term of this agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Contractor, the City, and the City's officials, officers, and employees from claims which may arise from operations under this agreement, whether such operations are by the Contractor, its officers, directors, employees and agents, or any subcontractors of Contractor. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Contractor operations, products, services or use of automobiles, or construction equipment at a limit of \$500,000 Each Occurrence, \$3,000,000 Annual Aggregate; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without 30 days advance written notice of such event being given to the City.

21. Documents.

Reproducible copies of tracings and maps prepared or obtained under the terms of this contract shall be delivered upon request to and become the property of the City upon termination or completion of work. Copies of basic survey notes and sketches, charts, computations and other data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use. When such copies are requested, the City agrees to pay the Contractor its costs of copying and delivering same.

22. Books and Records.

The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in connection with this contract, and shall make such materials available at their respective offices at all reasonable times during the contract and for a period of three (3) years following completion of the contract.

23. Nonsolicitation.

The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the

City shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

24. Delays.

That the Contractor shall not be liable for delays resulting from causes beyond the reasonable control of the Contractor; that the Contractor has made no warranties, expressed or implied, which are not expressly set forth in this contract; and that under no circumstances will the Contractor be liable for indirect or consequential damages.

25. Amendments.

This contract may not be modified, changed or altered by any oral promise or statement by whosoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

26. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

27. Federal Funds to be Used.

Federal funds are being used, but they do not originate from any grant. No grant requirements will apply to this contract.

28. Notices.

All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:

City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:

Lexipol, L.L.C.
Attn: Rosie Curran
2611 Internet Blvd., Ste. 100
Frisco, TX 75034

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

LEXIPOL, L.L.C.

Carrie Tergin, Mayor

Date: _____



Title: Chief Financial OfficerDate: 3-23-2022

ATTEST:

ATTEST:

City Clerk

Title: General Counsel

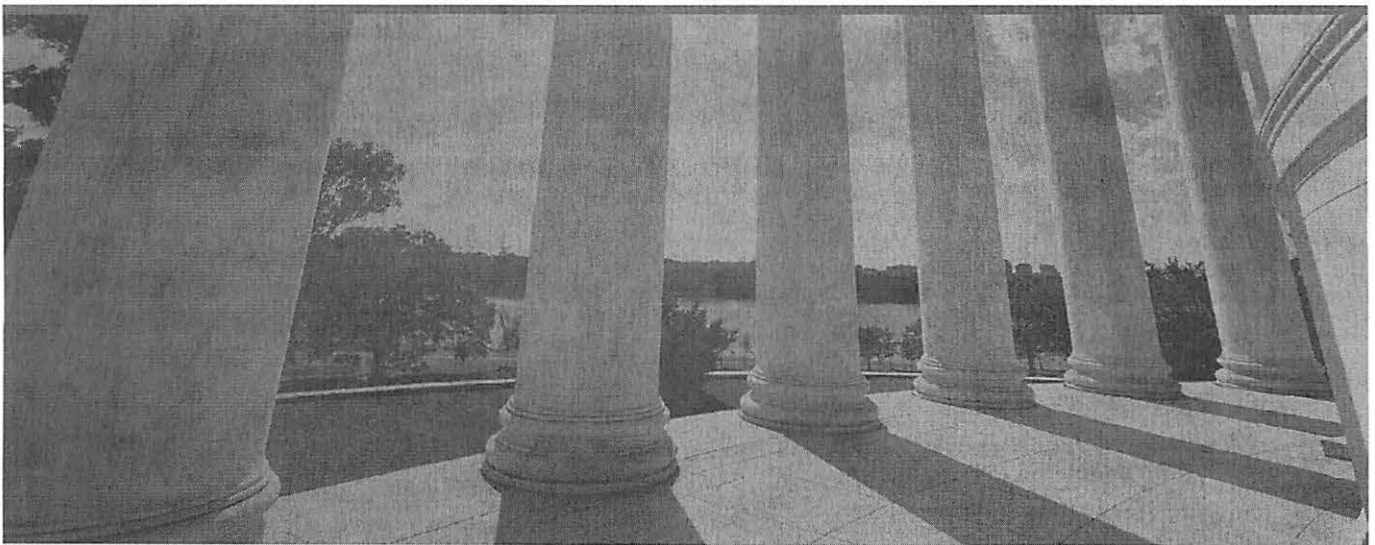
APPROVED AS TO FORM:



City Attorney



SOLUTIONS PROPOSAL



PREPARED FOR:

Jefferson City Police Department (MO)
Captain. Deric Heislen
dheislen@jeffcitymo.org
(573) 634-6400

PREPARED BY:

Nicole Falconer
nfalconer@lexipol.com
(949) 226-8080

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier III: Daily Operations Policies

Benefit from our proven, systematic approach to implementing policies. Tier III represents about 20% of the manual, including policies needed for orderly daily operations of your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier IV: Defensibility Policies

Benefit from our proven, systematic approach to implementing policies. Tier IV represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier V: Operational Consistency Policies

Benefit from our proven, systematic approach to implementing policies. Tier V represents about 20% of the manual, including policies needed to ensure operational consistency across your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Proposal

Prepared By: Nicole Falconer
Phone: (949) 226-8080
Email: nfalconer@lexipol.com

Quote #: Q-27132-2
Date: 11/9/2021
Valid Through: 5/31/2022

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Policy Manual - May Prorated w/ MPR Fiscal Year

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 5/1/2022 End: 6/30/2022)	USD 3,629.33	20%	USD 725.87	USD 2,903.46
	Subscription Line Items Total			USD 725.87	USD 2,903.46
				USD 725.87	USD 2,903.46
Policy Manual - May Prorated w/MPR Fiscal Year Discount:					USD 725.87
Policy Manual - May Prorated w/MPR Fiscal Year TOTAL:					USD 2,903.46

Policy Manual - Renews Annually

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 21,776.00	20%	USD 4,355.20	USD 17,420.80
	Subscription Line Items Total			USD 4,355.20	USD 17,420.80
				USD 4,355.20	USD 17,420.80
Policy Manual - Renews Annually Discount:					USD 4,355.20
Policy Manual - Renews Annually TOTAL:					USD 17,420.80

Policy Manual Implementation -
One-Time Cost

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross-Reference	USD 5,155.00	15%	USD 773.25	USD 4,381.75
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	15%	USD 329.25	USD 1,865.75
1	Law Enforcement Tier I Implementation	USD 12,427.00	15%	USD 1,864.05	USD 10,562.95
1	Law Enforcement Tier II Implementation	USD 2,611.00	15%	USD 391.65	USD 2,219.35
1	Law Enforcement Tier III Implementation	USD 5,580.00	15%	USD 837.00	USD 4,743.00
1	Law Enforcement Tier IV Implementation	USD 7,461.00	15%	USD 1,119.15	USD 6,341.85
1	Law Enforcement Tier V Implementation	USD 3,763.00	15%	USD 564.45	USD 3,198.55
	One-Time Line Items Total			USD 5,878.80	USD 33,313.20
				USD 5,878.80	USD 33,313.20
Policy Manual Implementation - One-Time Cost Discount:					USD 5,878.80
Policy Manual Implementation - One-Time Cost TOTAL:					USD 33,313.20

*Law Enforcement pricing is based on 90 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 500 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

MPR Partner Agency, 20% off Policy Manual subscription.

Agency to pay MPR directly for 75% of listed Policy Manual Subscription.

Lexipol User License Agreement

1. Definitions. For purposes of Lexipol's User License Agreement (the "ULA"), each of the following capitalized terms will have the meaning included in this section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from a Lexipol subsidiary, including The Praetorian Group, Cordico Inc., and/or The Rodgers Group, LLC (collectively, "Lexipol").

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) any contract or agreement to which this ULA is attached; (b) subscription and pricing information sheets (or any similar pricing sheet); and (c) this ULA.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which this ULA is attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date" or similar.

1.5 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.6 "Term" means the applicable term during which Agency has subscribed to any Lexipol Service(s), including all renewal terms and/or extended periods of time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Service-Specific Terms. The following sections apply to specific Lexipol Services:

2.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in this ULA. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to this ULA.

3. **Account Security.** The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

4. **Privacy Policy.** Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

5. **Confidentiality.** During the Term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

6. **Warranty Disclaimer.** ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

7. **Limitation of Liability.** Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

Lexipol Service Level Agreement for Cloud-Based Services

1. **Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
2. **Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
3. **Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

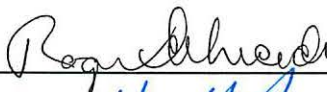
BILL SUMMARY

BILL NO: 2021-095

SPONSOR: Councilmember Schreiber

SUBJECT: Authorizing a Supplemental Appropriation to the Jefferson City Police Department Animal Control Division Amending the 2021-2022 Annual Budget, and Authorizing an Expenditure of \$33,031.25 of Animal Shelter Donations for MDTs and E-ticketing Printers

DATE INTRODUCED: April 4, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: This bill would authorize a supplemental appropriation to the 2021-2022 Police Department Animal Control operating budget and authorize the expenditure of \$33,031.25 for purchase mobile data terminals (MDTs) and e-ticketing printers for the Animal Control Officer's (ACO) vehicles.

Origin of Request: Police Department

Department Responsible: Police Department

PERSON RESPONSIBLE: ROGER SCHROEDER, Chief of Police

Background Information: The Jefferson City Police Department seeks to improve and enhance the Jefferson City Animal Shelter by providing a better environment for its animals and superior customer service to citizens. The authorization of funding would provide five (5) Panasonic FZ-55 Toughbook Mobile Data Terminals (MDT) with mounting hardware and five (5) Zebra ZQ521 electronic ticket printers. This project was previously requested during the FY22 budget process and though it was supported by City Council, ultimately it was not funded in the General Fund budget.

Providing MDTs in the ACO vehicles, will in due course reduce the number of stray animals that enter the shelter. MDTs and printers in the ACO vehicles will allow the ACOs to perform more work while in the field; scan animals for microchips, access the Shelter Pro software remotely, and search lost pet reports. Providing MDTs will speed up the process of returning found animals to their owners and evade the extra step of the ACO's need to report to the shelter to perform the above tasks. It will also save civilians time as it would

no longer require them to go to the shelter to pick up their impounded pet, which provides better customer service. Additionally, the extra time the ACO will obtain in the field will provide an opportunity to create a better rapport with owners, evaluate the living conditions of the animal, answer questions, or offer professional advice to improve the animal's quality of life.

This added technology will also allow the ACOs to have access to our Mobile Dispatching Client software, so they can read their calls for service. When there is a law enforcement request for an ACO, they will be able to review the narrative of the call before arriving on the scene and gain a better understanding of the type of assistance being requested. ACOs will be more prepared and better equipped to provide the most efficient and safe service possible. They will also be able to use Brazos to issue electronic citations instead of hand-written citations which will expedite the processing of citations to municipal court.

Fiscal Information: Authorize the expenditure of \$33,031.25 from the Animal Shelter Donation Account.

BILL NO. 2021-095

SPONSORED BY Councilmember Schreiber

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE JEFFERSON CITY POLICE DEPARTMENT AMENDING THE 2021-2022 ANNUAL BUDGET AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS.

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

Section 1. There is hereby granted supplemental appropriated within the Jefferson City Department Budget in the amount of \$33,031.25 as indicated on Exhibit A, attached hereto.

Section 2. The Jefferson City Police Department is authorized to utilize this money for the purchase of five (5) mobile data terminals and five (5) e-ticketing printers using Animal Shelter Donation Funds.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

CERTIFICATION BY MAYOR

Pursuant to Article VII, Section 7.1(5.) Of the Charter of the City of Jefferson, Missouri, I hereby certify that the sums appropriated in the ordinance are available in the various funds to meet the requirements of this bill.

Mayor Carrie Tergin

**SUPPLEMENTAL APPROPRIATION
FISCAL YEAR 2022 BUDGET**

General Fund:

Revenue

10-100-495995 Transfer From (to) Surplus ¹	\$ 33,031.25
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Expenditure

10-330-529068 Animal Shelter Donations	\$	33,031.25
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¹The Reserve for Animal Shelter account, which is part of the City's restricted fund balance, had a balance of \$99,817.51 at the end of fiscal year 2021.

BILL SUMMARY

BILL NO: 2021-096

SPONSOR: Councilmember Fitzwater

SUBJECT: A Construction Contract with Apex, Inc. for the Douglas Davis Storm Water Project No. 33090, Bid No. IFB4026

DATE INTRODUCED: April 4, 2022

DEPARTMENT DIRECTOR(S): _____

CITY ADMINISTRATOR: _____

Staff Recommendation: Approve.

Summary: When approved, this bill will authorize a contract with, Apex, Inc. in the amount of \$445,850.25 for the Douglas Davis Storm Water Project.

Origin of Request: City Staff

Department Responsible: Public Works

Person Responsible: MATTHEW J. MORASCH, P.E., David Bange, P.E.

Background Information: In 2016 a large rain event in the central and western portions of the City led to flooding in a number of locations. In response, the City engaged a consultant to study some of the most affected areas which included the area of Douglas, Davis, and Bolton Drives. In 2019 the City was the recipient of some DNR grant funding and in early 2020 received additional grant funds for the project totaling \$124,019. The final designed project will provide for the construction of a stormwater system from Wayne Avenue along Douglas Drive to Davis Drive where it will intercept water coming from the area of West School and the W. Main Street and Booneville Road intersection. In doing so it will reroute the street water which has until now, flowed through the backyards of the houses between Bolton and Douglas Drives where house flooding has been occurring. The project funding will come from the DNR grant totaling \$124,019 and from the stormwater allotment of the sales tax including \$43,959.99 of unspent funds from sales tax F and the remainder coming from sales tax G.

Fiscal Information:

Account	Available	Required	Remaining
10-990-576025	\$124,019.00	\$124,019.00	\$0.00
44-990-576025	\$43,959.99	\$43,959.99	\$0.00
45-990-576025	\$301,340.42	\$277,871.26	\$23,469.16

BILL NO. 2021-096

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH APLEX, INC., IN THE AMOUNT OF \$445,850.25 FOR THE DOUGLAS DAVIS STORM WATER PROJECT.

WHEREAS, Aplex, Inc. has become the apparent lowest and best responsive bidder on the Douglas Davis Storm Water project.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The bid of Aplex, Inc. is declared to be the lowest and best responsive bid and is hereby accepted for the Douglas Davis Storm Water project.

Section 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Aplex, Inc. for the Douglas Davis Storm Water project.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Bid IFB4026 – Project 33090 – Douglas Davis Stormwater
Public Works – Opened March 22, 2022

RECOMMENDATION:

Staff recommends the award of bid IFB4026 for Project 33090 – Douglas Davis Stormwater to Apex, Inc of Linn, Missouri. This bid was evaluated and approved by Public Work's staff. The low bid was from Spalding but it was deemed to be non-responsive as they didn't turn in all required paperwork. The bid is being awarded to the next lowest bid submitted by Apex for \$445,850.25.

BIDS RECEIVED:

	<u>Bid Amount</u>
Spalding Constructors, Holts Summit, MO	\$417,181.25*
Apex, Inc, Linn, MO	\$445,850.25
Don Schneider's Excavating Company, Jefferson City, MO	\$497,484.05
GWH, Jefferson City, MO	\$521,605.62
M&M Landscaping & Construction LLC, Eugene, MO	\$608,582.75
Sam Gaines Construction, New Bloomfield, MO	\$609,798.35

*Bid deemed to be non-responsive

This bid was advertised in the News Tribune on 2/20/2022 and posted on Bonfire. Bid notifications were sent to 4,009 vendors of which 12 were recommended vendors by the Department.

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
10-990-576025	Douglas Davis Stormwater – General Funds	\$124,019.00	\$0.00	\$124,019.00	\$0.00
44-990-576025	Douglas Davis Stormwater – Sales Tax F Funds	\$43,959.99	\$0.00	\$43,959.99	\$0.00
45-990-576025	Douglas Davis Stormwater – Sales Tax G Funds	301,340.42	\$0.00	\$277,871.26	\$23,469.16
Bid Total				\$445,850.25	

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 3/30/22



Department of Public Works

Memorandum

320 E. McCarty Street • Jefferson City, Missouri 65101 • P 573-634-6410 • F 573-634-6562 • www.jeffcitymo.org

Date: March 28, 2022

To: Leigh Ann Corrigan, Purchasing Director, Finance

From: David Bange, City Engineer *DPB*

Subject: **Douglas Davis Storm Water**
Project No. 33090
Bid No. IFB4026

Public Works has completed a review of the bids opened at 1:30 pm on March 22, 2022 for the above noted project. As part of the review all the bids were tabulated to check for math errors and to compare unit price quotes of the various contractors. Attached to this memo is the tabulation of the six (6) bids that were received for the project, as well as a listing of the registered plan holders.

Based on our review, we recommend acceptance of the bid from the lowest responsive bidder Apex, Inc., 1309B East Main, Linn, MO 65051. The total amount of the contract will be \$445,850.25.

The project will be expensed as follows:

Apex, Inc. (\$445,850.25):

Account Number:	Amount Available:	Required:	Remaining:
10-990-576025	\$124,019.00	\$124,019.00	\$0.00
44-990-576025	<i>43,959.99</i> \$53,174.86	<i>43,959.99</i> \$53,174.86	\$0.00
45-990-576025	\$301,340.42	\$268,656.39 <i>277,871.24</i>	\$32,684.03 <i>23,469.16</i>

If you need any other information please feel free to contact me at extension 6433.

DB:jf

Attachments: Bid Tabulation Sheet, Plan Holders List

cc: Project file
Writer's file

CITY OF JEFFERSON
BID TABULATION
DOUGLAS DAVIS STORM WATER
STATE PROJECT NO. JEFF-0007-20G
PROJECT NO. 33090

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Spalding Constructors		Aplex, Inc.		Don Schneider's Excavating Company, Inc.		GWH		M&M Landscaping and Construction LLC		Sam Gaines Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$1.00	\$1.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$20,500.00	\$20,500.00	\$37,762.77	\$37,762.77	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00
2	Traffic Control	LS	1	\$1.00	\$1.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00
3	SWPPP Compliance	LS	1	\$1.00	\$1.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,660.00	\$3,660.00	\$3,614.00	\$3,614.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
4	Utility Coordination	LS	1	\$1.00	\$1.00	\$2,500.00	\$2,500.00	\$12,500.00	\$12,500.00	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$9,500.00	\$9,500.00	\$8,000.00	\$8,000.00
5	Removals	LS	1	\$1.00	\$1.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$19,400.00	\$19,400.00	\$5,700.00	\$5,700.00	\$45,000.00	\$45,000.00	\$100,000.00	\$100,000.00
6	Grout Existing Culverts	CY	22	\$1.00	\$22.00	\$100.00	\$2,200.00	\$300.00	\$6,600.00	\$396.00	\$8,712.00	\$200.00	\$4,400.00	\$255.00	\$5,610.00	\$300.00	\$6,600.00
7	Temporary Cover	SY	400	\$1.00	\$400.00	\$5.00	\$2,000.00	\$3.00	\$1,200.00	\$5.00	\$2,000.00	\$1.20	\$480.00	\$10.00	\$4,000.00	\$5.00	\$2,000.00
8	Final Grading/Seeding	SY	994.75	\$1.00	\$910.00	\$10.00	\$9,947.50	\$4.00	\$3,979.00	\$15.00	\$14,921.25	\$9.89	\$9,838.08	\$13.00	\$12,931.75	\$10.00	\$9,947.50
9	Curb & Gutter, Jeff City Type A (Remove/Replace)	LF	910	\$1.00	\$369.00	\$45.00	\$40,950.00	\$45.00	\$40,950.00	\$43.90	\$39,949.00	\$45.00	\$40,950.00	\$45.00	\$40,950.00	\$38.00	\$34,580.00
10	Asphalt Pavement Repair (Jeff City Remove/Replace)	SY	369	\$1.00	\$158.00	\$75.00	\$27,675.00	\$115.00	\$42,435.00	\$142.00	\$52,398.00	\$99.30	\$36,841.70	\$115.00	\$42,435.00	\$94.65	\$34,825.85
11	Concrete Pavement, 6" non reinforced, Jeff City Residential (Remove/Replace)	SY	158	\$1.00	\$53.00	\$70.00	\$11,060.00	\$85.00	\$13,430.00	\$95.50	\$15,089.00	\$76.00	\$12,008.00	\$74.00	\$11,692.00	\$95.00	\$15,010.00
12	Sidewalk, 4" non reinforced	SY	53	\$1.00	\$83.00	\$70.00	\$3,710.00	\$40.00	\$2,120.00	\$152.50	\$8,082.50	\$65.00	\$3,445.00	\$95.00	\$5,035.00	\$50.00	\$2,650.00
13	Concrete Driveway, 6" non reinforced, Jeff City Residential	SY	83	\$1.00	\$24.00	\$70.00	\$5,810.00	\$85.00	\$7,055.00	\$143.00	\$11,869.00	\$79.00	\$6,557.00	\$109.00	\$9,047.00	\$85.00	\$7,055.00
14	Asphalt Driveway, concrete approach separate, 4"	SY	24	\$1.00	\$12.00	\$100.00	\$2,400.00	\$400.00	\$9,600.00	\$105.00	\$2,520.00	\$79.35	\$1,904.40	\$180.00	\$4,320.00	\$330.00	\$7,920.00
15	Gravel Driveway, concrete approach separate, 6"	SY	12	\$1.00	\$98.00	\$100.00	\$1,200.00	\$50.00	\$600.00	\$45.00	\$540.00	\$20.83	\$249.96	\$27.00	\$324.00	\$25.00	\$300.00
16	42" Dia, RCP Type IV Pipe	LF	98	\$1.00	\$830.00	\$160.00	\$15,680.00	\$200.00	\$19,600.00	\$192.60	\$18,874.80	\$195.87	\$19,175.66	\$210.00	\$20,580.00	\$240.00	\$23,520.00
17	36" Dia, RCP Type IV Pipe	LF	830	\$1.00	\$42.00	\$130.00	\$107,900.00	\$150.00	\$124,500.00	\$151.45	\$125,703.50	\$178.21	\$147,914.30	\$177.00	\$146,910.00	\$175.00	\$145,250.00
18	30" Dia, RCP Type IV Pipe	LF	42	\$1.00	\$36.00	\$100.00	\$4,200.00	\$115.00	\$4,830.00	\$138.75	\$5,827.50	\$148.89	\$6,244.98	\$149.00	\$6,258.00	\$200.00	\$8,400.00
19	24" Dia, RCP Type IV Pipe	LF	36	\$1.00	\$168.00	\$80.00	\$2,880.00	\$110.00	\$3,960.00	\$110.00	\$3,960.00	\$107.63	\$3,874.68	\$129.00	\$4,644.00	\$200.00	\$7,200.00
20	18" Dia, RCP Type IV Pipe	LF	168	\$1.00	\$1.00	\$75.00	\$12,600.00	\$70.00	\$11,760.00	\$87.25	\$14,658.00	\$89.33	\$15,007.44	\$117.00	\$19,856.00	\$150.00	\$25,200.00
21	Type C Inlet- 6"x4"x5.3'	EA	1	\$1.00	\$1.00	\$3,500.00	\$3,500.00	\$5,250.00	\$5,250.00	\$5,495.00	\$5,495.00	\$6,993.40	\$6,993.40	\$7,750.00	\$7,750.00	\$8,000.00	\$8,000.00
22	Type A Inlet- 6"x4"x6.3'	EA	1	\$1.00	\$1.00	\$3,500.00	\$3,500.00	\$4,350.00	\$4,350.00	\$5,920.00	\$5,920.00	\$7,485.00	\$7,485.00	\$8,250.00	\$8,250.00	\$7,000.00	\$7,000.00
23	Type A Inlet- 6"x3"x5.5'	EA	1	\$1.00	\$1.00	\$4,000.00	\$4,000.00	\$5,450.00	\$5,450.00	\$6,418.00	\$6,418.00	\$7,419.00	\$7,419.00	\$8,175.00	\$8,175.00	\$7,500.00	\$7,500.00
24	Type C Inlet- 6"x4"x5.79'	EA	1	\$1.00	\$1.00	\$4,500.00	\$4,500.00	\$6,150.00	\$6,150.00	\$6,418.00	\$6,418.00	\$8,375.00	\$8,375.00	\$8,175.00	\$8,175.00	\$8,000.00	\$8,000.00
25	Type C Inlet- 6"x5"x6.05'	EA	1	\$1.00	\$1.00	\$3,500.00	\$3,500.00	\$5,850.00	\$5,850.00	\$5,920.00	\$5,920.00	\$8,025.00	\$8,025.00	\$8,125.00	\$8,125.00	\$7,500.00	\$7,500.00
26	Area Inlet- 6"x4"x6.32'	EA	1	\$1.00	\$1.00	\$3,500.00	\$3,500.00	\$3,350.00	\$3,350.00	\$4,565.00	\$4,565.00	\$7,495.00	\$7,495.00	\$8,130.00	\$8,130.00	\$6,500.00	\$6,500.00
27	Type A Inlet 6"x4"x6.32'	EA	1	\$1.00	\$1.00	\$3,500.00	\$3,500.00	\$5,700.00	\$5,700.00	\$5,920.00	\$5,920.00	\$7,495.00	\$7,495.00	\$8,305.00	\$8,305.00	\$7,000.00	\$7,000.00
28	Type A Inlet- 6"x5"x7.15'	EA	1	\$1.00	\$1.00	\$4,500.00	\$4,500.00	\$5,950.00	\$5,950.00	\$6,241.00	\$6,241.00	\$8,825.00	\$8,825.00	\$8,305.00	\$8,305.00	\$7,000.00	\$7,000.00
29	J-Box- 6"x6"x9'	EA	1	\$6,800.00	\$6,800.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$8,685.00	\$8,685.00	\$10,405.00	\$10,405.00	\$8,405.00	\$8,405.00	\$6,500.00	\$6,500.00
30	Type A Inlet- 4"x6"x6.6'	EA	1	\$5,800.00	\$5,800.00	\$3,500.00	\$3,500.00	\$5,150.00	\$5,150.00	\$5,890.00	\$5,890.00	\$7,635.00	\$7,635.00	\$8,155.00	\$8,155.00	\$7,000.00	\$7,000.00
31	J-Box- 4"x6"x9.3'	EA	1	\$6,800.00	\$6,800.00	\$5,500.00	\$5,500.00	\$5,050.00	\$5,050.00	\$7,509.00	\$7,509.00	\$8,959.00	\$8,959.00	\$8,405.00	\$8,405.00	\$6,000.00	\$6,000.00
32	Type A Inlet- 4"x6"x5.3'	EA	1	\$5,800.00	\$5,800.00	\$3,500.00	\$3,500.00	\$4,750.00	\$4,750.00	\$5,465.00	\$5,465.00	\$6,895.00	\$6,895.00	\$7,505.00	\$7,505.00	\$6,000.00	\$6,000.00
33	Type A Inlet- 6"x6"x6.7'	EA	1	\$5,800.00	\$5,800.00	\$4,500.00	\$4,500.00	\$6,250.00	\$6,250.00	\$5,920.00	\$5,920.00	\$9,075.00	\$9,075.00	\$7,605.00	\$7,605.00	\$7,000.00	\$7,000.00
34	J-Box- 6"x6"x6.3'	EA	1	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$7,425.00	\$7,425.00	\$8,825.00	\$8,825.00	\$7,505.00	\$7,505.00	\$6,000.00	\$6,000.00
35	J-Box- 3"x6"x5.8'	EA	1	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$5,667.00	\$5,667.00	\$6,585.00	\$6,585.00	\$7,405.00	\$7,405.00	\$5,500.00	\$5,500.00
36	Type C Inlet- 8"x6"x5.6'	EA	1	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00	\$6,850.00	\$6,850.00	\$6,777.00	\$6,777.00	\$9,725.00	\$9,725.00	\$7,955.00	\$7,955.00	\$8,000.00	\$8,000.00
37	Type C Inlet- 8"x5"x6.2'	EA	1	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00	\$7,150.00	\$7,150.00	\$6,777.00	\$6,777.00	\$9,345.00	\$9,345.00	\$8,055.00	\$8,055.00	\$8,000.00	\$8,000.00
38	Type A Inlet- 8"x6"x6.75'	EA	1	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$7,095.00	\$7,095.00	\$10,495.00	\$10,495.00	\$8,205.00	\$8,205.00	\$8,000.00	\$8,000.00
39	Rock Excavation	CY	28.25	\$157.50	\$4,134.38	\$75.00	\$1,988.75	\$125.00	\$3,281.25	\$210.00	\$5,512.50	\$125.00	\$3,281.25	\$140.00	\$3,675.00	\$112.00	\$2,940.00
40	Relocate Sanitary Sewer (2@20')	LF	40	\$84.00	\$3,360.00	\$50.00	\$2,000.00	\$150.00	\$6,000.00	\$55.00	\$2,200.00	\$120.00	\$4,800.00	\$165.00	\$6,600.00	\$45.00	\$1,800.00
TOTAL BASE BID					\$72,713.38		\$417,181.25		\$445,850.25		\$497,484.05		\$521,605.62		\$608,582.75		\$609,798.35
% OVER/UNDER ENGINEER'S EST.							473.7%		513.2%		584.2%		617.3%		737.0%		738.6%
TOTAL CONTRACT WITH ACCEPTED ALTERNATES					\$72,713.38		\$417,181.25		\$445,850.25		\$497,484.05		\$521,605.62		\$608,582.75		\$609,798.35

**CITY OF JEFFERSON
CONSTRUCTION CONTRACT**

THIS CONTRACT made and entered into the date last executed by a party as indicated below, by and between **Aplex, Inc** hereinafter referred to as "Contractor", and the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City".

WITNESSETH: That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Project No. 33090, Douglas Davis Storm Water.

NOW THEREFORE, the parties to this contract agree to the following:

1. **Scope of Services.**

Contractor agrees to provide all labor, equipment, hardware and supplies to perform the work included in the project entitled "**Douglas Davis Storm Water**" in accordance with the plans and specifications on file with the Department of Public Works.

2. **Payment.**

The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the bid of Contractor dated **March 22, 2022** which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed **Four Hundred Forty-Five Thousand Eight Hundred Fifty Dollars and Twenty-Five Cents (\$445,850.25)**.

- a. The owner shall make payments to the contractor in accordance with section 34.057, RSMo.

3. **Manner and time for Completion.**

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, within **120 working days** from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within ten (10) days after the date of this contract.

4. **Prevailing Wages.**

To the extent that the work performed by Contractor is subject to prevailing wage law, Contractor shall pay a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by Department of Labor and Industrial Relations of the State of Missouri, and as established by the Federal

Employment Standards of the Department of Labor. Contractor acknowledges that Contractor knows the prevailing hourly rate of wages for this project because Contractor has obtained the prevailing hourly rate of wages from the contents of the current **Annual Wage Order No. 28, Section 026, Cole County** rates as set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Purchasing Agent of the Jefferson City Finance Department each week. In accordance with Section 290.250 RSMo, Contractor shall forfeit to the City One Hundred Dollars (\$100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.

5. **Insurance.**

(a) The Contractor shall obtain and maintain during the term of the Project and this Contract the insurance coverages at least equal to the coverages set forth in this paragraph 7, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,000,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$500,000 per occurrence \$3,000,000 aggregate
Employer's Liability	\$3,000,000 bodily injury by accident (each accident) \$3,000,000 bodily injury by disease (each employee) \$3,000,000 bodily injury policy limit

(b) Worker's Compensation - In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

(c) Builder's Risk - The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project,

which policy shall protect the Contractor and the City, as their respective interests shall appear.

(d) **Owner's Protective Liability Insurance** - The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Jefferson as the insured, in an amount not less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo., except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

(e) Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 4. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. The City may waive any insurance coverages or amounts required by this paragraph 4 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

(f) **Subcontracts** - In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

(g) **Scope of Insurance and Special Hazard**. The insurance required under Sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

6. Contractor's Responsibility for Subcontractors.

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give

Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.

7. **Liquidated Damages.**

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Contract.

8. **Termination.**

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of the City should Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. **City's Right to Proceed.**

In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

10. **Indemnity.**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel

selected by the City, and defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

11. Payment for Labor and Materials.

The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to ensure the payment of all materials and labor used in the performance of this contract.

12. Supplies.

The Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062 RSMo 1994 as amended. Contractor shall keep and maintain records and invoices of all such purchases which shall be submitted to the City.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be

in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. Knowledge of Local Conditions.

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. Severability.

If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

17. Contract Documents.

The contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This Contract | f. General Provisions |
| b. Addenda | g. Special Provisions |
| c. Information for Bidders | h. Technical Specifications |
| d. Notice to Bidders | i. Drawing and/or Sketches |
| e. Signed Copy of Bid | |

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. Complete Understanding, Merger.

Parties agree that this document including those documents described in the section entitled "Contract Documents" represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party.

20. **Amendments.**

This contract may not be modified, changed or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. **Waiver of Breach.**

Failure to Exercise Rights and Waiver: Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. **Assignment.**

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. **Nondiscrimination.**

Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. **Illegal Immigration.**

Prior to commencement of the work:

- A. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- B. Pursuant to §285.530.1, RSMo, the contractor assures that it, as well as its subcontractors do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the contractor assures that it, as well as its subcontractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting

to the fact that the direct subcontractor's employees are lawfully present in the United States.

- C. If contractor is a sole proprietorship, partnership, or limited partnership, contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. OSHA Training

Prior to commencement of the work:

- A. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
- B. All employees subject to this provision are required to complete the program within sixty days of beginning work on such construction project.
- C. Any employee, agent or subcontractor of the Contractor subject to this provision found on the worksite without documentation of the successful completion of the course shall be afforded twenty days to produce such documentation after which time they shall be removed from the project.
- D. If Contractor fails the provisions of subsection A, B, or C, the Contractor shall forfeit as a penalty two thousand five hundred dollars plus an additional one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections B or C, whichever is applicable, of this section have elapsed.
- E. The City shall withhold and retain from any amount due under the contract, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the City has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section.

26. Transient Employers.

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

27. **Notices.**

All notices required to be in writing may be given by first class mail addressed to City of Jefferson, Department of Public Works, 320 East McCarty, Jefferson City, Missouri, 65101, and Contractor at **1309B East Main, Linn, MO 65051**. The date of delivery of any notice shall be the second full day after the day of its mailing.

CITY OF JEFFERSON

CONTRACTOR

Mayor: Carrie Tergin

Title:

Date:

Date:

ATTEST:

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:

City Attorney

BILL SUMMARY

BILL NO: 2021-090

SPONSOR: Councilmember Wiseman

SUBJECT: Amend Chapter 19 of the Code of the City of Jefferson, Schedule J (Parking Prohibited), by the Modification of the East Side of Buena Vista

DATE INTRODUCED: March 21, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: Steve Hummel

Staff Recommendation: Approve.

Summary: If approved, this would prohibit parking on the east side of Buena Vista between Edmonds Street and the cul-de-sac, except in parking bays.

Origin of Request: Mr. Bryan, through the Transportation & Traffic Commission

Department Responsible: Department of Public Works

PERSON RESPONSIBLE: MATT MORASCH P.E./Britt E. Smith, P.E.

Background Information:

The intersection of Buena Vista and Kathryn Street is a 'Tee' intersection of residential streets located in an older part of town. Similar to many other residential streets in this neighborhood and of its time, Buena Vista is narrower than the current standard for City streets with parking (current width 25'; City Code 33-11, 27' wide for 1 side parking). This restriction when combined with a very narrow Kathryn Street (approx. 17' wide) and its quick taper into the intersection, leaves less room when turning at the intersection. In contrast to many intersections of its age, there is good sight distance due to roadway slopes, ample off-street parking, and parking prohibited on the west side of Buena Vista. There are also no reported incidents at/or near the intersection in the last 10 years of available data (MODOT Crash Statistic Map 01/01/2012 – 12/31/2021). Given this, and neighborhood feedback, Staff would support the original request (removing 80' of parking to improve turning moments at Kathryn Street) and would support the Housing Authority's request (removing parking on the east side of Buena Vista from Edmonds Street to the cul-de-sac, except in parking bays).

This issue was discussed at the March 2022 Transportation and Traffic Commission meeting. Approval of the Housing Authority's request to remove parking on the east side of Buena Vista from Edmonds Street to the cul-de-sac, except in parking bays, was recommended by all Commission members.

Fiscal Information: Estimated cost for Staff to make changes to the code and \$800 in labor and materials to modify no parking signs and/or markings.

BILL NO. 2021-090

SPONSORED BY Councilmember Wiseman

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), SCHEDULE J (PARKING PROHIBITED), BY THE MODIFICATION OF THE EAST SIDE OF BUENA VISTA.

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

Section 1. Chapter 19-401 (Motor Vehicles and Traffic), Schedule J (Parking Prohibited), of the Code of the City of Jefferson, Missouri, is hereby amended by the modification of:

Buena Vista: on the east half thereof, between Edmonds Street and ~~Morris Street~~ cul-de-sac, except in parking bays.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

BILL SUMMARY

BILL NO: 2021-091

SPONSOR: Councilmember Wiseman

SUBJECT: Amend Chapter 19 of the Code of the City of Jefferson, Schedule J (Parking Prohibited), by the Addition of One Space on the East Side, of West Circle Drive

DATE INTRODUCED: March 21, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Summary: If approved, this would prohibit parking for one space on the east side of W. Circle Drive, just south of the N. Circle Drive intersection.

Origin of Request: Ms. DeCook, through the Transportation & Traffic Commission

Department Responsible: Department of Public Works

Person Responsible: MATT MORASCH P.E./Britt E. Smith, P.E.

Background Information:

The intersection of W. Circle Drive and N. Circle Drive is a 'Tee' intersection of residential streets. The intersection is located in a straight section of W. Circle Drive, and at the top of a hill on N. Circle Drive. Similar to many other residential streets in this neighborhood and around town, sight distance is limited due to on-street parking that extends close to the intersection and is highly utilized. There has been one reported incident in the last 10 years of available data, that involved a parking or parked vehicle near the intersection (MODOT Crash Statistic Map 01/01/2012 – 12/31/2021). Given this and neighborhood feedback, Staff would support removing parking on the east side of W. Circle Drive, just south of the N. Circle Drive intersection.

History Note: A similar request was discussed at the August 2017 Transportation and Traffic Commission meeting. At that time, this Commission recommended and the City Council approved, installing a stop sign on N. Circle Drive before entering W. Circle Drive (City Ordinance 15719).

This issue was discussed at the March 2022 Transportation and Traffic Commission meeting and significant feedback was received from the surrounding neighbors. Approval of removing one parking space on the east side, just south of the N. Circle Drive intersection was recommended by Commission members.

Fiscal Information: Estimated cost for Staff to make changes to the code and \$200 in labor and materials to modify no parking signs and/or markings.

BILL NO. 2021-091

SPONSORED BY Councilmember Wiseman

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), SCHEDULE J (PARKING PROHIBITED), BY THE ADDITION OF ONE SPACE ON THE EAST SIDE, OF WEST CIRCLE DRIVE.

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

Section 1. Chapter 19-401 (Motor Vehicles and Traffic), Schedule J (Parking Prohibited), of the Code of the City of Jefferson, Missouri, is hereby amended by the Addition of:

Circle Drive, West: on the east half thereof, south and within 30 feet of the south curb of North Circle Drive.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

BILL SUMMARY

BILL NO: 2021-092

SPONSOR: Councilmember Hensley

SUBJECT: Procedures for Development Plans under Chapter 353 RSMo

DATE INTRODUCED: March 21, 2022

DEPARTMENT DIRECTOR(S): _____

CITY ADMINISTRATOR:  _____

Staff Recommendation: Approve.

Summary: Amending Chapter 25, Article III of the City Code relating to procedures relating to redevelopments under Chapter 353 RSMo.

Origin of Request: City Attorney

Department Responsible: Law

PERSON RESPONSIBLE: RYAN MOEHLMAN

Background Information: This Ordinance amends Chapter 25, Article III of the City Code by changing the City Code relating to procedures for redevelopments under Chapter 353. Article III was originally drafted in the early 1980's and reflects a process in which redevelopment projects were controlled by Urban Redevelopment Corporations held by private developers. This Article has not been meaningfully updated since then and contains inconsistencies with mandatory provisions of state statutes to review and approve redevelopment plans. Since 2020, Ch. 353 redevelopment projects are processed through the Jefferson Redevelopment Corporation, an Urban Redevelopment Corporation controlled by the City, not any private developer, making the provisions of Article III inapplicable or redundant. The attorneys at Gilmore & Bell have drafted a proposed ordinance that will conform to the City's development plan review procedures to current state law and otherwise streamline and modernize the development plan review process.

Fiscal Information: None at this time.

BILL NO. 2021-092

SPONSORED BY Councilmember Hensley

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 25, ARTICLE III OF THE JEFFERSON CITY CODE AND ENACTING IN LIEU THEREOF A NEW CHAPTER, ARTICLE III RELATING TO THE URBAN REDEVELOPMENT CORPORATIONS LAW.

WHEREAS, Chapter 353 of the Revised Statutes of Missouri (the “Urban Redevelopment Corporations Law”) permits cities to approve development plans related to the redevelopment of blighted areas and to grant real property tax abatement to spur private investment and incentivize the remediation of the conditions that cause an area to be blighted; and

WHEREAS, Chapter 25, Article III of the Jefferson City Code (inclusive of Sections 25-47 through 25-77 thereof), as enacted by the adoption of Ordinance No. 10255 on August 20, 1984, provides certain procedures related to the City’s consideration of development plans and grants of tax abatement under the Urban Redevelopment Corporations Law; and

WHEREAS, the City desires to revise the Jefferson City Code provisions relating to the approval of development plans and grants of tax abatement under Chapter 353 to be consistent with amendments to the Urban Redevelopment Corporations Law since the enactment of Ordinance No. 10255 and to otherwise modernize the procedures for considering development plans.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Sections 25-47 through 25-77 of the Jefferson City Code, as contained in Chapter 25, Article III thereof, are hereby repealed in their entirety.

Section 2. A new Chapter 25, Article III of the Jefferson City Code is hereby adopted as follows:

Article III – Urban Redevelopment

Section 25-47. Definitions. Capitalized terms used in this Article, but not otherwise defined in this Article, shall have the meanings set forth in Chapter 353 of the Revised Statutes of Missouri (the “Urban Redevelopment Corporations Law”).

Section 25-48. Application of the Urban Redevelopment Corporations Law. The City shall comply with the provisions of the Urban Redevelopment Corporations Law when considering any Development Plan that requests the City to exercise statutory powers available under the Urban Redevelopment Corporations Law, including, without limitation, grants of real property tax abatement in Blighted Areas.

Section 25-49. Public Hearing Required. Prior to the adoption of an ordinance approving a Development Plan that contemplates real property tax abatement, the City Council shall, as required by the Urban Redevelopment Corporations Law, (a) furnish each political subdivision whose boundaries for ad valorem tax purposes include any portion of the real property to be affected by the proposed tax abatement with a written statement of the impact of the proposed tax abatement and (b) hold a public hearing at which all affected political subdivisions shall have the right to be heard on the proposed grant of tax abatement. Notice of the public hearing and a copy of the written tax impact statement shall be sent by certified mail or reputable private delivery service to each affected political subdivision at least ten (10) days prior to the public hearing.

Section 3. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage approval.

Passed: _____

Approved: _____


Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

BILL SUMMARY

BILL NO: 2021-093

SPONSOR: Councilmember Fitzwater

SUBJECT: Supplemental Appropriation for Capitol Avenue Demolitions and Acquisitions

DATE INTRODUCED: March 21, 2022

DEPARTMENT DIRECTOR(S): _____ 

CITY ADMINISTRATOR: _____

Staff Recommendation: Approve.

Summary: The process in City Code to declare buildings dangerous and a nuisance have been followed for 109 Adams St., 113 Adams St., 401 E. Capitol Ave., 407 E. Capitol Ave., 409 E. Capitol Ave., 413 E. Capitol Ave., 419 E. Capitol Ave., 429 E. Capitol Ave., 410 E. Capitol Ave., 517 E. Capitol Ave., 104 Jackson St., 108 Jackson St., 114 Jackson St., and 415 Commercial Way., resulting in an order for each to be demolished. This supplemental request would fund the demolition of these structures and the acquisition of blighted and dangerous properties in the Capitol Ave. area including the legal and administrative costs associated the above activities.

Origin of Request: Staff

Department Responsible: Law/PPS

PERSON RESPONSIBLE: RYAN MOEHLMAN/Sonny Sanders

Background Information: A declaration of a dangerous building and order to abate was issued to the property owners of 109 Adams, St. 113 Adams St., 401 E. Capitol Ave., 407 E. Capitol Ave., 409 E. Capitol Ave., 413 E. Capitol Ave., 419 E. Capitol Ave., 429 E. Capitol Ave., 410 E. Capitol Ave., 517 E. Capitol Ave., 104 Jackson St., 108 Jackson St., 114 Jackson St., and 415 Commercial Way. The conditions of these structures constitute a dangerous building under Chapter 8 Article VI. Cost for abatement will be assessed against the property and may include a lien on the property or a personal debt against the owner, if the City is required to abate the nuisance.

Dangerous building hearings have been held and it was the decision of the Hearing Examiner that the violations of 109 Adams St., 113 Adams S., 401 E. Capitol Ave., 407 E. Capitol Ave., 409 E. Capitol Ave., 413 E. Capitol Ave., 419 E. Capitol Ave., 410 E. Capitol Ave., 517 E. Capitol Ave., 104 Jackson St., 108 Jackson St., and 415 Commercial Way were dangerous and public nuisances and that the proper abatement for these nuisances based upon the evidence adduced at Hearing is demolition. It was also the decision of the Hearing Examiner

that the violations at 114 Jackson St. and 429 E. Capitol Ave. were dangerous and public nuisances and that the proper abatement for these nuisances based upon the evidence adduced at Hearing is repair and/or partial demolition.

Previously dangerous structures have been demolished under Chapter 8 Article VI after dangerous building declarations were issued and hearings conducted from the properties located at 111 Adams St., 209 Jackson St., 405 E. Capitol Ave., 417 E. Capitol Ave., 519 E. Capitol Ave, and 528 E. Capitol/ 202 Marshall St.

In addition, the City will have obligations under its agreement with the Housing Authority to reimburse the Housing Authority for acquisition costs for 413 E. Capitol Ave., 419 E. Capitol Ave., 417 E. Capitol Ave., 517 E. Capitol Ave., and 519 E. Capitol Ave.

Fiscal Information: It is anticipated the cost to demolish these structures, acquisition reimbursement obligations, and associated legal and professional fee for demolitions and acquisitions in the Capitol Ave. area will not exceed \$575,000.

BILL NO. 2021-093

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE FISCAL YEAR 2022 BUDGET OF THE CITY OF JEFFERSON, MISSOURI, BY APPROPRIATING ADDITIONAL FUNDS WITHIN THE GENERAL FUND.

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

Section 1. There is hereby supplementally appropriated within the General Fund \$575,000 as indicated on Exhibit A, attached hereto.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

CERTIFICATION BY MAYOR

Pursuant to Article VII, Section 7.1(5.) Of the Charter of the City of Jefferson, Missouri, I hereby certify that the sums appropriated in the ordinance are available in the various funds to meet the requirements of this bill.

Mayor Carrie Tergin

REVIEWED BY FINANCE ON 3/15/2022

Bill 2021-093
Exhibit A

**SUPPLEMENTAL APPROPRIATIONS
FISCAL YEAR 2022 BUDGET**

General Fund:

Revenue

10-100-495995 Transfer from Surplus	\$ 575,000
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Expenditure

10-185-550095 Cap Ave Demos & Acquisitions	\$575,000
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*Any unspent related funds shall be reappropriated until all expenses for the project specified have been recognized.



104
108

109
113
401

407
409

413

419

114
429

517

416
415

East Capitol Avenue Bids

- Bid 1 for Federal Funds
- Bid 2 Properties
- Bid 2 Housing Authority Option 2
- Properties for Repair

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE FISCAL YEAR 2022 BUDGET OF THE CITY OF JEFFERSON, MISSOURI, BY APPROPRIATING ADDITIONAL FUNDS WITHIN THE GENERAL FUND.

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

Section 1. There is hereby supplementally appropriated within the General Fund \$575,000 as indicated on Exhibit A, attached hereto.

Section 2. Prior to the demolition of any structure with the funds appropriated herein, City Staff is instructed to present to the City Council a plan (1) for identification of persons or organizations who are prepared to commit to the rehabilitation of particular structures in the Capitol Avenue Neighborhood Conservation Overlay District and (2) for identification of dangerous buildings for which the delaying of demolition is unreasonable and not in the interest of the health, safety, and general welfare of the public and the public safety personnel of the City.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer_____
Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney**CERTIFICATION BY MAYOR**

Pursuant to Article VII, Section 7.1(5.) Of the Charter of the City of Jefferson, Missouri, I hereby certify that the sums appropriated in the ordinance are available in the various funds to meet the requirements of this bill.

Mayor Carrie Tergin

REVIEWED BY FINANCE ON 3/15/2022

Bill 2021-093
Exhibit A

**SUPPLEMENTAL APPROPRIATIONS
FISCAL YEAR 2022 BUDGET**

General Fund:

Revenue

10-100-495995 Transfer from Surplus	\$ 575,000
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Expenditure

10-185-550095 Cap Ave Demos & Acquisitions	\$575,000
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*Any unspent related funds shall be reappropriated until all expenses for the project specified have been recognized.



East Capitol Avenue Bids

<div></div>	Bid 1 for Federal Funds
<div></div>	Bid 2 Properties
<div></div>	Bid 2 Housing Authority Option 2
<div></div>	Properties for Repair

RESOLUTION SUMMARY

RESOLUTION NO: RS2021-31

SPONSOR: Councilmember Schreiber

SUBJECT: Authorizing a Service Agreement with Flock Group Inc. in the Amount of \$46,750 for Automatic License Plate Detection Software for the Jefferson City Police Department

DATE INTRODUCED: April 4, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: Approval of this agreement would approve services through Flock Safety, Inc. and the Jefferson City Police Department for the Jefferson City License Plate Reader (JC LPR) Project funded through the Missouri Department of Public Safety.

Origin of Request: Police Department

Department Responsible: Police Department

PERSON RESPONSIBLE: CAPTAIN ERIC WILDE

Background Information: The JC LPR Project provides funds to purchase LPRs which will aim to protect critical infrastructure assets that are essential to the stability of the State of Missouri. Jefferson City is the capital of Missouri, the county seat of Cole County, the principal city of the Jefferson City Metropolitan Statistical Area, the second most metropolitan area in Mid-Missouri, and the fifth-largest in the state. Federal, state, and local law enforcement and intelligence officials have advised foreign terrorist organizations (FTOs) and United States homegrown violent extremists (HVEs) propaganda and publications are strongly encouraging supporters to target government buildings, critical infrastructure, first-amendment protected events, public figures, and government officials. The JC LPR Project was developed in response to the heightened threat environment to enhance the security of the capitol city.

Fiscal Information: This project will be funded through the grant acceptance of the United States Department of Justice pass-through entity Missouri Department of Public Safety for The Jefferson City License Plate Reader Project. The grant award amount is \$46,750.

RESOLUTION

RS2021-31

Sponsor: Councilmember Schreiber

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH FLOCK SAFETY, INC. FOR THE ALPR SERVICES

WHEREAS, the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Flock Safety, Inc. for the purchase of ALPR and all documents necessary to grant the agreement of services; and

WHEREAS, the agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, that the Agreement between Flock Safety, Inc and the City of Jefferson attached hereto as Exhibit A is approved and the Mayor and City Clerk are authorized to execute the same.

Adopted this 4th day of April, 2022

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

FINANCE DEPARTMENT

PURCHASING DIVISION

SUBJECT: Sole Source Procurement – Flock Safety
Police Department

RECOMMENDATION:

Staff recommends purchasing license plate reader cameras and software from Flock Safety of Atlanta, Georgia by means of sole source procurement. Flock Safety ALPR cameras and software is only sold by Flock Safety. Although other vendors offer ALPR solutions, the Flock Safety Solution is the only one that offers a wide variety of functionality which is listed on the attached sole-source letter. This functionality is important because it will greatly improve the Police Department's investigative capabilities.

We are asking for approval to declare this purchase as a sole source and to approve the expenditure and contract.

The total cost for year one is \$46,750 and then \$42,500 recurring.

SOLE SOURCE PROCUREMENT:

Flock Safety, Atlanta, GA	<u>Total City Cost</u> \$46,750.00
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FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Estimated Spend Amount	Balance
10-300-572075	LLEBG Annual Grant Equipment - Police General Funds	\$46,750.00*	\$0.00	\$46,750.00	\$0.00
Total Amount				\$46,750.00	

* Funds are dependent upon grant acceptance.

ATTACHMENTS - SUPPORTING DOCUMENTATION

Signature


Purchasing Agent 3/30/22

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Only LPR provider with "Visual Search" to create investigative leads with reverse image search to find similar vehicles based on the vehicle attributes in the uploaded photo
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com (Flock is the only Axon LPR integration partner)
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Integration of onboard cameras on all Police Vehicles with Flock System
- Share data across Law Enforcement Departments on a National level
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- Privacy controls to enable certain vehicles to “opt-out” of being captured
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Natively integrated audio and gunshot detection capabilities
- Covert industrial design for minimizing visual pollution
- Lifetime maintenance and support included in subscription price
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation



Thank you,

Garrett Langley CEO, Flock Safety

Corrigan, Leigh Ann

From: Wilde, Eric
Sent: Wednesday, March 30, 2022 11:13 AM
To: Corrigan, Leigh Ann
Cc: Benward, Bethany
Subject: Sole Source Justification

Hi Leigh Ann,

During the past several months myself and representatives from the MO Department of Homeland Security have reviewed several LPR providers and the technology available.

During our review, we found that Flock Safety provided several options within their software that allow for greater investigative capabilities that other providers do not, to include:

- Patented proprietary machine vision/learning to identify and analyze not only vehicle license plates but also vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision/learning to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate.
- Ability to 'Save Search' based on description of vehicles using patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" to create investigative leads with reverse image search to find similar vehicles based on the vehicle attributes in the uploaded photo
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Access to additional cameras purchased by Home Owners Associations and private business partners, means an ever-increasing amount of cameras and data at no additional cost.

I hope this helps in our determination of using Flock Safety as a sole source provider to attain these investigative capabilities.

Captain Eric Wilde
Operations Division Commander
Jefferson City Missouri Police Department
573-634-6301
ewilde@jeffersoncitymo.org

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: MO - Jefferson City PD Legal Entity Name:	Contact Name: Eric Wilde
Address: 401 Monroe St Jefferson City, Missouri 65101	Phone: +1 573-634-6588 E-Mail: ewilde@jeffcitymo.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	17.00	\$42,500.00
Implementation Fee	\$250.00	17.00	\$4,250.00

(Includes one-time fees)

Year 1 Total \$46,750.00

Recurring Total: \$42,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

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

FLOCK GROUP, INC.

Agency: MO - Jefferson City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:



City of Jefferson City

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service 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 by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

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

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, 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. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, 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 Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability

with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("*Permitted Purpose*"). Agency will not, and will not permit any Authorized End Users to, (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, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (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 any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware.

Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency'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 Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units

from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain 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 in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). 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 will a party apply less than reasonable precautions to protect such Proprietary Information, 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. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. 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. For clarity, 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: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a

third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both

inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial 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**", and together with the Initial Term, the "**Service 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.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service 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.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service 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. Either party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 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. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. 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.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE 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 OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY 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. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set

forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. To the extent allowed by governing law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 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 and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, 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 Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever beyond this contract.

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

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency 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 agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." 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.

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

10.09 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 organizations and individuals they are representing.

10.10 Federal Terms. The federal terms which are required for this Contract due to the grant funding used are attached hereto as Exhibit A. Where conflicts with this contract and the Federal terms occur, the Federal terms will prevail.

10.11 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 facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Exhibit A
Applicable Federal Terms

Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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CUSTOMER IMPLEMENTATION GUIDE

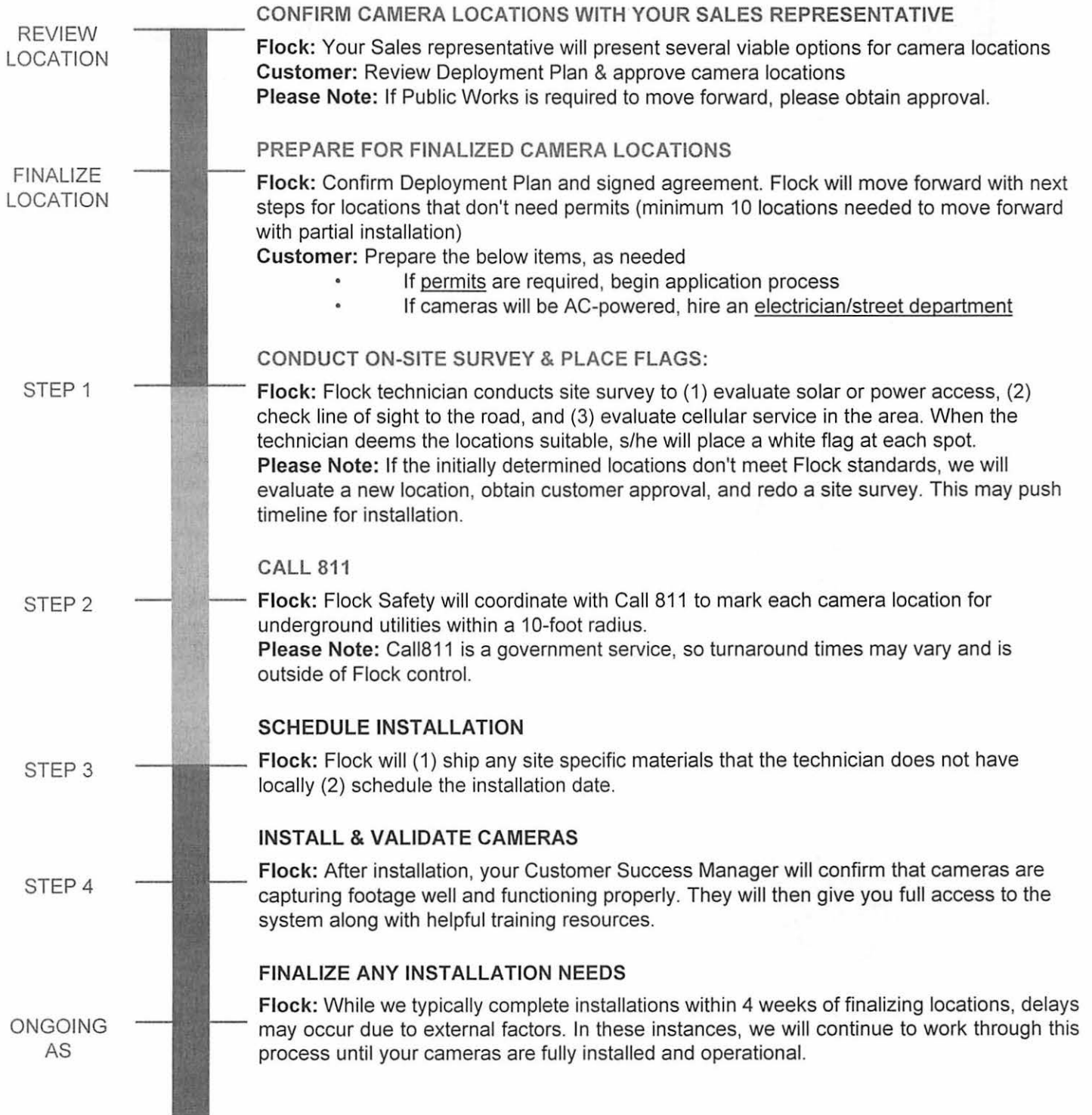
LAW ENFORCEMENT

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IMPLEMENTATION TIMELINE

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



IMPLEMENTATION TEAM

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 <p>Customer Success Manager</p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss:</p> <ul style="list-style-type: none"> • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 <p>Flock Safety Support</p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account
 <p>Product Implementation Specialist</p>	<p>Your Product Implementation Specialist is your technical product expert.</p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to:</p> <ul style="list-style-type: none"> • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION TEAM



Field Operations Team

The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.

They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.

***Note*:** For all Installation questions or concerns, please always direct them to your **Customer Success Manager** and not to the technician.

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER WHEN PICKING LOCATIONS

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections
 - Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection, to prevent stop and go motion activation, or "stop and go" traffic.
 - Mounting
 - They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images
 - Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.
- **Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability
- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

Solar Panels

- Solar panels need unobstructed southern-facing views

CUSTOMER RESPONSIBILITIES:

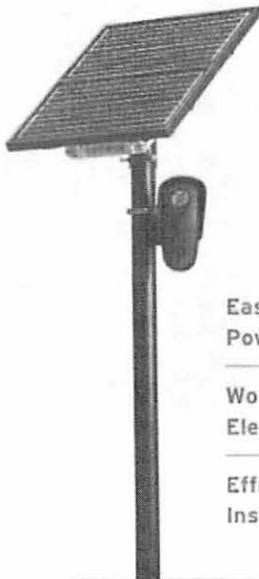
AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. *See steps 2 and 6 below.*

flock safety™
Let's defeat crime together.™

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process



How to Get Started with a Powered Install

1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

flock safety | www.flocksafety.com | 866-901-1781

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN HANDOUT

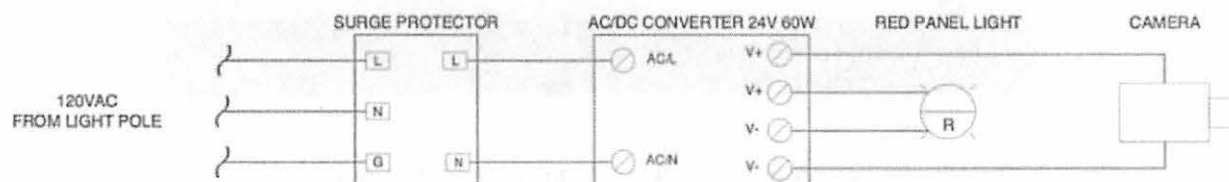
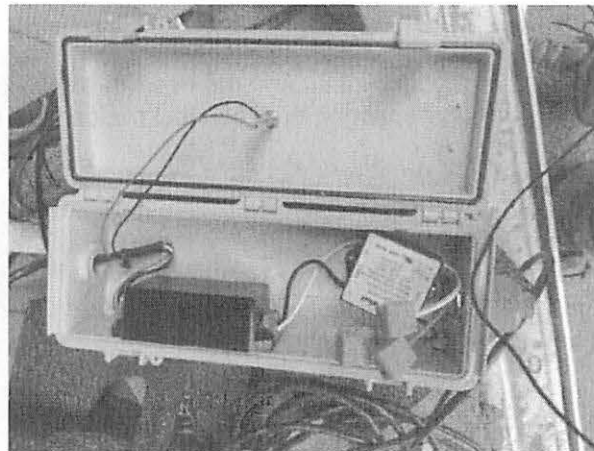
Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

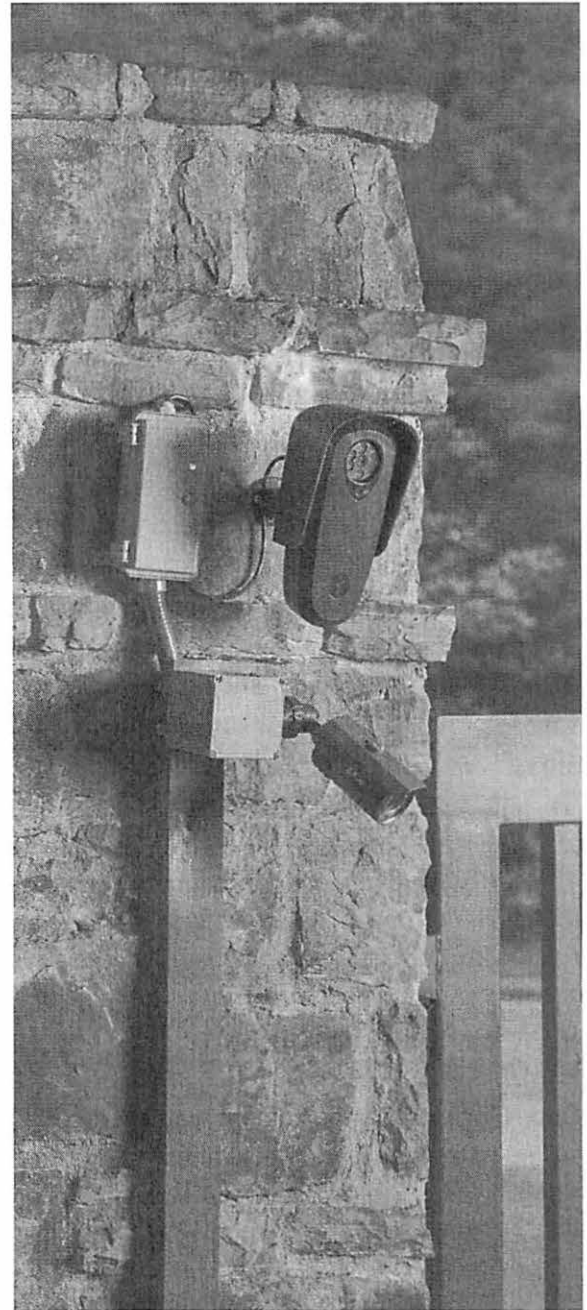
Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.



How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the AC-Power Kit Details packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

PERMITTING:

PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?



2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mast)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
Note: If height is greater than 15 feet tall, a bucket truck is **required**.



3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?
- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

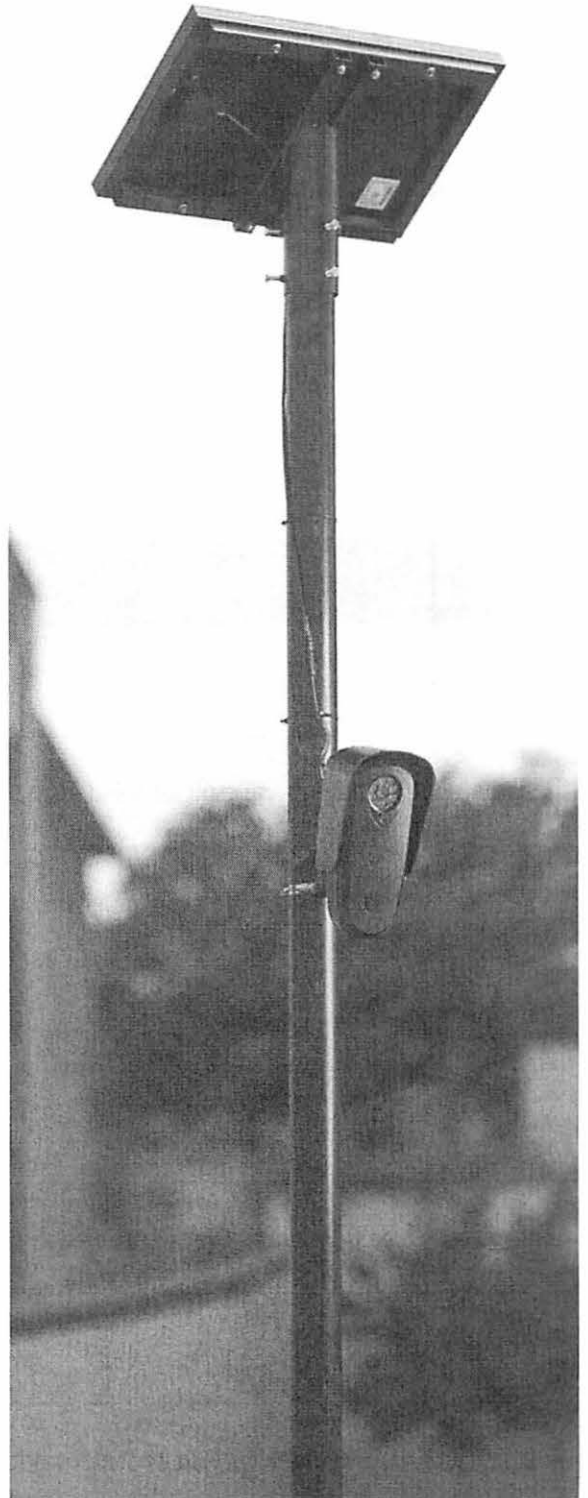
- If a **bucket truck is required**, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- If **full traffic control required (cones, arrowboards, etc.)**:
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (MUTCD).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- If a **bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department



FEE SCHEDULING

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com.

They can help answer any "How-To" questions you may have.



(866) 901-1781 | 1170 Howell Mill Rd NW, Unit 210, Atlanta, GA 30318 | flocksafety.com